

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

THE WAVE STUDIO, LLC, a New York
Limited Liability Corporation,

Plaintiff,

v.

GENERAL HOTEL MANAGEMENT, et al.,

Defendants.

CASE NO. 7:13-cv-09239-CS-PED

DECLARATION OF VIJAY K. TOKE

I, Vijay K. Toke, declare:

1. I am an attorney at law, licensed to practice in the State of California and this Court, and a partner with the law firm of Cobalt, LLP attorneys for plaintiff The Wave Studio, LLC, a New York Limited Liability Corporation (“Wave”). I submit this Declaration.

2. Unless otherwise qualified, I have personal knowledge of the facts set forth in this Declaration.

3. Filed concurrently with this Declaration are the Declarations of Lee Kar Yin and Gordon Ionwy David Llewelyn.

4. Attached hereto as Exhibit A is a true and correct copy of relevant pages of the court reporter's transcript of the Deposition of Lee Kar Yin, Plaintiffs principal, that took place May 21, 2015, along with the complete index to said transcript (“Lee May Depo”).

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5. Attached hereto as Exhibit B is a true and correct copy of relevant pages of the court reporter's transcript of the Continued Deposition of Lee Kar Yin, Plaintiffs principal, that took place on September 9, 2015, along with the complete index to said transcript ("Lee Sept. Depo").

6. Attached hereto as Exhibit C is a true and correct copy of relevant pages of the court reporter's transcript of the deposition of Ralf Ohletz Graf von Plettenberg that took place on September 23, 2015 ("Ohletz Depo").

7. Attached hereto as Exhibit D is a true and correct copy of relevant pages of the court reporter's transcript of the deposition of Monica Chng that took place on September 22, 2015 ("Chng Depo").

8. Attached hereto as Exhibit E is a true and correct copy of American Express's letter brief to the Court dated July 2, 2015, ECF Dkt. No. 43, in Case No. 7:15-cv-03420-CS.

9. Attached hereto as Exhibit F are true and correct copies of Defendants' indemnity demand documents produced by General Hotel Management.

10. Attached hereto as Exhibit G is a true and correct copy of the Whois report on the ownership of the ghmhotels.com website server.

11. Attached hereto as Exhibit H is a true and correct copy of the production estimate attached to the Ohletz Depo as Exhibit 53.

I declare under penalty and perjury that the foregoing is true and correct. Executed on March 14, 2016, in Berkeley, California.



Vijay K. Toke

Exhibit “A”

1 IN THE UNITED STATES DISTRICT COURT
2 FOR THE SOUTHERN DISTRICT OF NEW YORK
3 Civil Action No. 7:13-cv-09239

4 THE WAVE STUDIOS, LLC,
5 Plaintiffs,
6

vs.

7
8 GENERAL HOTEL MANAGEMENT LTD.,
9 et al.,
10 Defendants.

11 - - - - -

12
13 TRANSCRIPT of the videotaped deposition of
14 LEE KAR YIN in the above-entitled matter as taken by
15 and before RUTHANNE UNGERLEIDER, a Certified Court
16 Reporter and Notary Public, held at the office of
17 CLAUSEN MILLER, P.C., 28 Liberty Street, New York,
18 New York, on Thursday, May 21, 2015, commencing at
19 approximately 10:15 in the forenoon.

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25 Job No. NJ2071258

<p>Page 2</p> <p>1 APPEARANCES:</p> <p>2</p> <p>3 COBALT, LLP</p> <p>4 918 Parker Street, Bldg. A21</p> <p>5 Berkeley, California 94710</p> <p>6 BY: VIJAY TOKE, ESQ.</p> <p>7 Attorneys for Plaintiff</p> <p>8</p> <p>9 CHIESA, SHAHINIAN & GIANOMASI, P.C.</p> <p>10 One Boland Drive</p> <p>11 West Orange, New Jersey 07052</p> <p>12 BY: HOWARD J. SCHWARTZ, ESQ.</p> <p>13 ABIGAIL J. REMORE, ESQ.</p> <p>14 Attorneys for Defendant General Hotel Management Ltd.</p> <p>15</p> <p>16 CLAUSEN MILLER, P.C.</p> <p>17 28 Libert Street, 39th Floor</p> <p>18 New York, New York 10005</p> <p>19 BY: MATTHEW J. VANDUSEN, ESQ.</p> <p>20 Attorneys for Defendants, About.com, Alliance Reservation Network d/b/a Reservetravel.com, Bookit, Expedia, Fareportal d/b/a Cheapair.com, Farebuzz, Frommer, Getaroom, Hotels.com, Hotelsbyme, Hotelplanner, Iasanellycheapflights.com, JetBlue, Kayak, Lonely Planet, Metro travel Guide, Metro Travel Guide, Netadvantage, Partner Fusion, Inc., Reservation Counter d/b/a reservation counter.com, Pegasus, Random House d/b/a Fodors.com, This Exit, LLC-Roadside America, Travelocity, TripAdvisor, United Airlines, Gogobot, Inc. d/b/a gogobot.com, Qantas Airways, Ltd., WK Travel, Inc., VFM Leonardo, Inc.</p> <p>21</p> <p>22 AKIN GUMP, LLP</p> <p>23 One Bryant Park</p> <p>24 New York, New York 10036</p> <p>25 BY: CAROLYN C. MATTUS, ESQ.</p> <p>Attorneys for non-party American Express</p> <p>26</p> <p>27 ALSO PRESENT:</p> <p>28 JONATHAN POPHAM, Videographer</p>	<p>Page 4</p> <p>1 THE VIDEOGRAPHER: We are now on the</p> <p>2 record.</p> <p>3 Please note that the microphones are</p> <p>4 sensitive and may pick up whispering and private</p> <p>5 conversations. Please turn off all cell phones or</p> <p>6 place them away from the microphones, as they can</p> <p>7 interfere with the deposition audio.</p> <p>8 Recording will continue until all</p> <p>9 parties agree to go off the record.</p> <p>10 My name is Jonathan Popham, representing</p> <p>11 Veritext. The date today is May 21, 2015, and the</p> <p>12 time is approximately 10:15 a.m.</p> <p>13 This deposition is being held at Clausen</p> <p>14 Miller, located at 28 Liberty Street, New York,</p> <p>15 New York. The caption of this case is The Wave</p> <p>16 Studio, LLC, versus General Hotel Management Limited,</p> <p>17 et al.</p> <p>18 This case is being held in the United</p> <p>19 States District Court, For The Southern District of</p> <p>20 New York, Civil Action Number 7:13-cv-09239. The</p> <p>21 name of the witness is Lee Kar Yin.</p> <p>22 At this time, will the attorneys present</p> <p>23 in the room please voice identify themselves and the</p> <p>24 parties they represent.</p> <p>25 MR. TOKE: Vijay Toke.</p>
<p>Page 3</p> <p>1 INDEX</p> <p>2</p> <p>3 LEE KAR YIN PAGE</p> <p>4 By: Mr. Schwartz 5</p> <p>5</p> <p>6</p> <p>7 EXHIBITS</p> <p>8 NUMBER DESCRIPTION PAGE</p> <p>9</p> <p>10 1 Certificate of Registration 33</p> <p>11 2 Document TWS0199392 41</p> <p>12 3 Document TWS0199384-386 46</p> <p>13 4 Document TWS0199389-391 58</p> <p>14 5 Document TWS199380-383 65</p> <p>15 6 Certificate of Registration 69</p> <p>16 7 Certificate of Recordation 73</p> <p>17 8 Document TWS0199397-399 73</p> <p>18 9 Document TWS0200283 96</p> <p>19 10 Document TWS0199686-87 113</p> <p>20 11 Document GHM 00546 144</p> <p>21 12 Masano Kawana Photography 167</p> <p>22 Services Agreement</p> <p>23 13 Confirmation of Assignment 183</p> <p>24 of Copyright</p> <p>25 14 Amended Complaint 194</p> <p>15 Settlement Agreement 208</p> <p>16</p> <p>17 REQUESTS FOR DOCUMENT PRODUCTION</p> <p>18 DESCRIPTION PAGE</p> <p>19 Sandals offer 247</p> <p>20 Worksheet created for damages 248</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>	<p>Page 5</p> <p>1 MR. SCHWARTZ: Howard M. Schwartz on</p> <p>2 behalf of General Hotel Management, and Abigail</p> <p>3 Remore is also here from my firm.</p> <p>4 MR. VAN DUSEN: Matthew VanDusen from</p> <p>5 Clausen Miller, PC. We represent 28 Defendants in</p> <p>6 this matter, the secondhand Defendant being Leonardo.</p> <p>7 We provided a list to the court reporter earlier.</p> <p>8 MS. MATTUS: My name is Carolyn Mattus.</p> <p>9 I'm here from Akin Gump. We represent American</p> <p>10 Express Company. We are not a party to this case,</p> <p>11 but in a case that has been deemed related. The</p> <p>12 parties have been kind enough to let me just observe,</p> <p>13 so thank you.</p> <p>14 THE VIDEOGRAPHER: Okay. Our court</p> <p>15 reporter is Ruth Ungerleider, representing Veritext.</p> <p>16 Will you please swear in the witness,</p> <p>17 and we can proceed.</p> <p>18 LEE KAR YIN, sworn.</p> <p>19 DIRECT EXAMINATION BY MR. SCHWARTZ:</p> <p>20 Q My name is Howard Schwartz. I'm the</p> <p>21 lawyer for General Hotel Management.</p> <p>22 If you can, I just ask if you could try</p> <p>23 to keep your voice up a little bit because everything</p> <p>24 has to be recorded and it may be actually hard for me</p> <p>25 to hear.</p>

2 (Pages 2 - 5)

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<p style="text-align: right;">Page 6</p> <p>1 A I'm sorry.</p> <p>2 Q I understand you have a very modest</p> <p>3 voice.</p> <p>4 A He said any whisper can be picked up, so</p> <p>5 I'm just afraid it become too loud.</p> <p>6 Q Okay. We'll try to work it out.</p> <p>7 Okay. Have you ever been deposed</p> <p>8 before?</p> <p>9 A No, sir.</p> <p>10 Q Have you ever been in a courtroom in the</p> <p>11 United States before?</p> <p>12 A No, sir.</p> <p>13 Q Okay.</p> <p>14 When did you arrive in New York for the</p> <p>15 purpose of this deposition?</p> <p>16 A I arrived on 20, May --</p> <p>17 Q Okay.</p> <p>18 A -- 2015.</p> <p>19 Q And was that in California or that was</p> <p>20 here in New York?</p> <p>21 A In New York.</p> <p>22 Q Okay.</p> <p>23 And during that time, have you had a</p> <p>24 chance to meet with your attorney?</p> <p>25 MR. TOKE: And objection to the extent</p>	<p style="text-align: right;">Page 8</p> <p>1 today. It's called notice of deposition.</p> <p>2 Q Uh-huh.</p> <p>3 Can you tell -- as you're sitting here</p> <p>4 now, was there any document you know of that you</p> <p>5 looked at to prepare for this deposition that hasn't</p> <p>6 been given to your attorney to then give to me during</p> <p>7 the process of this case?</p> <p>8 A No, I gave everything that I have.</p> <p>9 Q Okay.</p> <p>10 So everything that you looked at, as far</p> <p>11 as you know, has been already given to the Defendant?</p> <p>12 A That's correct.</p> <p>13 Q Okay.</p> <p>14 Have you -- during the course of this</p> <p>15 case, up to date, you've turned over all of your</p> <p>16 files to your attorney regarding the issues in this</p> <p>17 case?</p> <p>18 A That's correct.</p> <p>19 Q Okay.</p> <p>20 And in preparation for the deposition,</p> <p>21 did your attorney generally describe to you what</p> <p>22 would happen today?</p> <p>23 A That I would be asked a lot of</p> <p>24 questions.</p> <p>25 Q Okay, that's fair enough.</p>
<p style="text-align: right;">Page 7</p> <p>1 that it calls for attorney-client privilege, but go</p> <p>2 ahead.</p> <p>3 Q Did you meet with your attorney?</p> <p>4 A Yes.</p> <p>5 Q And what is his name?</p> <p>6 A Mr. Vijay Toke.</p> <p>7 Q Don't tell me what he said to you.</p> <p>8 About how many days did you meet with</p> <p>9 him to prepare for this deposition?</p> <p>10 A Arrived on -- arrived on 17 May, in the</p> <p>11 morning, in San Francisco, left San Francisco at</p> <p>12 night on 19 May, 2015, arrived in New York in the</p> <p>13 morning of 20 May.</p> <p>14 Q And is that when you met with Vijay, on</p> <p>15 May 20?</p> <p>16 A No.</p> <p>17 Q Oh, you met with him in San Francisco?</p> <p>18 A That's correct.</p> <p>19 Q Okay.</p> <p>20 And did you review documents with him in</p> <p>21 preparation for this deposition?</p> <p>22 A Yes.</p> <p>23 Q Can you describe, generally, what you</p> <p>24 looked at?</p> <p>25 A Settlement agreement, the topics for</p>	<p style="text-align: right;">Page 9</p> <p>1 So I'm going to ask you a lot of</p> <p>2 questions, just as he said. You have to answer all</p> <p>3 of the questions verbally. It's hard to just nod yes</p> <p>4 or no because the court reporter will then get mad at</p> <p>5 all of us.</p> <p>6 A Okay.</p> <p>7 Q And if you don't understand the question</p> <p>8 that I ask, just tell me that you don't understand it</p> <p>9 and I'll try to rephrase it. Is that agreeable?</p> <p>10 A Yes, sir.</p> <p>11 Q If you answer the question that I ask,</p> <p>12 that means you understood it and you're giving me the</p> <p>13 best answer that you can.</p> <p>14 Is that agreeable?</p> <p>15 A Yes.</p> <p>16 Q Okay.</p> <p>17 A I'll try to find the right word.</p> <p>18 Q If you're having trouble, just tell me,</p> <p>19 because I want to make sure that you answer it in the</p> <p>20 right words as best you can.</p> <p>21 MR. TOKE: Sorry to interrupt. I just</p> <p>22 want to mention that Ms. Lee, her first language is</p> <p>23 not English, it is Cantonese.</p> <p>24 THE WITNESS: My mother tongue is</p> <p>25 Cantonese.</p>

3 (Pages 6 - 9)

<p style="text-align: right;">Page 10</p> <p>1 MR. TOKE: And so she sort of thinks in 2 Cantonese and has to translate back into English and 3 kind of go back and forth, so sometimes her word 4 choice isn't -- she's translating from Cantonese, 5 which may not have the same meaning in English. 6 MR. SCHWARTZ: Right. 7 Q And I think we asked if you needed an 8 interpreter and you said no. So you're comfortable 9 in English, correct? 10 A Normal English, not legal jargon. 11 Q I'll try to speak normal English and not 12 legal jargon, but if you don't understand something, 13 make sure you tell me. Okay? 14 A Yes, sir. 15 Q I know you traveled a lot to get here. 16 Is there any reason why you can't testify today, or 17 you can testify? 18 A I'm here to testify. 19 Q And you're not under any medication or 20 anything like that that's interfering with your 21 memory? 22 A Not yet. 23 Q Okay. 24 When you said "Not yet," is there some 25 medication that you're taking?</p>	<p style="text-align: right;">Page 12</p> <p>1 services. 2 Q Okay. 3 And Wave-S was a sole proprietorship for 4 yourself? 5 A Yes. 6 Q Okay. 7 And you said Wave-S was a business 8 setup. 9 Is Wave-S still in existence? 10 A No, sir. 11 Q When did Wave-S cease to exist? 12 A Approximately 2005, thereabouts. 13 Q 2005? 14 A Yeah. 15 Q Okay. 16 A Approximately. 17 Q Okay. 18 And is there a document that you had to 19 create to show that Wave-S stopped doing business in 20 2005? 21 A Yes. 22 My accountant -- basically, my 23 accountant told me after about eight, nine years as a 24 sole proprietor, Wave has grown up, and it's about 25 time to incorporate private limited at that point.</p>
<p style="text-align: right;">Page 11</p> <p>1 A No. 2 What if I get mind numb after this? 3 Q If you get tired, tell me, we can take a 4 break during some times and that will be okay. 5 A Okay. 6 Q All right? 7 So can you describe just generally what 8 your personal business is? 9 A Wave is in the business of creative 10 works in nature. 11 Q Are you personally a photographer? 12 A I do everything. 13 Q Okay. 14 So you take pictures yourself? 15 A Yeah. 16 Q Okay. 17 Would you consider -- are you a 18 professional photographer? 19 A Yes. 20 Q Okay. 21 And can you describe to me Wave -- what 22 is Wave-S? 23 A Wave-S was a sole proprietorship which I 24 set up after a few years of working with advertising 25 agencies, and so on, to provide creative work</p>	<p style="text-align: right;">Page 13</p> <p>1 Q Okay. 2 So Wave-S, prior to 2005, did business 3 with some of the hotels in -- I'm sorry? 4 A Can I just count? 5 Q Sure, of course. 6 A I remember Wave has been -- was around 7 for more than five years, so I'm trying to give you 8 the most accurate. 9 Q Sure. 10 A I can't remember. 11 But I still cannot remember for sure. 12 Q Okay. 13 So it may have been around 2005? 14 A Thereabouts. 15 Q Is there a piece of paper that could 16 refresh your memory to say when Wave-S stopped doing 17 business? 18 Did your accountant have to file 19 something with the government? 20 A Yes, yes, they have to file -- before 21 Wave -- Wave-S, as a sole proprietor, was dissolved, 22 my accountant helped me to set up the private limited 23 company, which was called The Wave Private, Limited. 24 So once The Wave Private, Limited was established, 25 then my accountant proceeded to systematically</p>

4 (Pages 10 - 13)

<p style="text-align: right;">Page 14</p> <p>1 dissolve Wave-S as sole proprietor. 2 Q Okay. 3 So is it that Wave-S became Wave Pte., 4 Ltd.? 5 A Yes, it became The Wave. 6 MR. TOKE: Objection to the extent that 7 it assumes facts not in evidence. 8 I want you to listen to the question. 9 Could you repeat the question again, 10 please? 11 MR. SCHWARTZ: Well, I'll just rephrase 12 it because I just wasn't sure. 13 Q What company began to do business after 14 Wave-S? 15 A The Wave Private, Limited. 16 Q So would that be Wave Pte., Ltd., is 17 that what "Pte." stands for? 18 A Private Limited, yes. 19 Q Okay. 20 So Wave Pte., Ltd. began to do business 21 after Wave-S? 22 A That's correct. 23 Q Okay. 24 Okay. 25 And how long did Wave Private, Ltd. or</p>	<p style="text-align: right;">Page 16</p> <p>1 A Yes, sir. 2 Q And was there a formal transfer of 3 assets from Wave Private, Ltd. to Wave Design 4 Private, Ltd.? 5 A Yes, sir. 6 The requirement in Singapore law is that 7 before you dissolve a company, everything, all the 8 properties of the company, whether it is a pencil or 9 whatnot, all the properties, regardless, will have to 10 be returned to the director. 11 Q Okay. 12 So just so I can try to understand this, 13 Wave-S was a sole proprietorship of you alone? 14 A That's correct. 15 Q Wave Private, Ltd. is a corporation? 16 A If that's what it's called here. It's a 17 private limited company. 18 Q Okay, private limited company. 19 And who owned Wave Private, Limited? 20 A Myself and a friend, called Mr. Chua 21 Kiat Hong. 22 Q Could you spell that for us? 23 A C-H-U-A K-I-A-T H-O-N-G. 24 Q And what was his role in Wave Private, 25 Ltd.?</p>
<p style="text-align: right;">Page 15</p> <p>1 Wave Pte., Ltd. stay in existence? 2 A Not for very long. Probably, at the 3 region of a year. 4 Q Okay. 5 And then what company came into 6 existence after Wave Private, Ltd.? 7 A That would be The Wave Design Private, 8 Limited. 9 Q Okay. 10 So why did Wave Private, Limited cease 11 doing business and become or transfer its business to 12 Wave Design Private, Limited? 13 A Because there were too many people who 14 would call up or ask me if I sell water, so I needed 15 to put the "design" so that they know, we don't sell 16 water. 17 Q Oh, because Wave implied water, so you 18 were getting strange -- 19 A Yeah. 20 Q Okay. 21 Okay. 22 So was there a formal dissolution of 23 Wave Private, Ltd.? 24 A Yes, sir. 25 Q And is there a document that shows that?</p>	<p style="text-align: right;">Page 17</p> <p>1 A He doesn't have any role in The Wave 2 Private, Limited because the requirement by Singapore 3 government back then is that you need two names to 4 form a private limited, and it has to be a permanent 5 resident or a Singaporean, and Mr. Chua lend me his 6 name so that it can be formed. 7 Q So Wave Private, Ltd. was really just 8 you doing business? 9 A Yes. 10 Q Did it have any permanent employees? 11 A The Wave Private, Limited, yes; Ms. Gwee 12 Wei Wei. 13 Q Could you spell that? 14 A Okay. G-W-E-E, Wei Wei, W-E-I W-E-I, 15 two Weis. 16 Q And there was another one at Wave 17 Private, Ltd.? 18 A No, we start with Wei Wei first. 19 Q Okay. 20 And then approximately when did Wave 21 Private, Ltd. stop doing business; in 2008, I think? 22 A Thereabouts. 23 Q Okay. 24 And what did Wave Private, Ltd., do with 25 its assets; did it transfer them to somebody?</p>

5 (Pages 14 - 17)

<p style="text-align: right;">Page 18</p> <p>1 A It was all transferred to me as a 2 director. 3 Q So Wave Pte., Ltd.'s assets all went to 4 you personally? 5 A Yes. 6 Q Okay. 7 Is there a document that shows that? 8 A Yes. 9 Company resolution, which Mr. Chua Kiat 10 Hong also signed. 11 Q I don't believe we have that. 12 MS. REMORE: We have it. 13 MR. SCHWARTZ: We do have it, okay. 14 Q And then Wave Design, Pte., Ltd., who 15 were the employees of that company? 16 A Same, Mr. -- Ms. Gwee Wei Wei, Goh Wai 17 Ying. 18 Q How do you spell that? 19 A G-O-H W-A-I Y-I-N-G. 20 Q Okay. 21 A Mr. Lim See, L-I-M S-E-E, K-O-N-G. 22 Q Okay. 23 So at a certain point, you formed 24 Wave -- The Wave Studio, LLC? 25 A LLC, that's in New York, yes.</p>	<p style="text-align: right;">Page 20</p> <p>1 just wait, give me an opportunity to object before 2 you answer, but in this instance, go ahead and answer 3 the question and I will interpose my objection in a 4 moment. 5 Q I was saying that you chose to come to 6 the United States, and New York specifically, to take 7 advantage of the laws? 8 A Not take advantage, but it has the best 9 system, where every single work has a name. They're 10 recognized individually. 11 Q And when did you become aware, in your 12 mind, that the United States law was, I think you 13 used the word "the most protective." Is that what 14 you were trying to say? 15 MR. TOKE: Objection to the extent that 16 it calls for attorney-client privilege, but go ahead 17 and answer. 18 MR. SCHWARTZ: Okay. 19 Q Do you remember the question? 20 Could you read the question back? 21 (Whereupon, the requested portion is 22 read back by the reporter.) 23 A How do I say it is the best system? 24 Is one of the best system in the world 25 where the infrastructure, the legal system, protects</p>
<p style="text-align: right;">Page 19</p> <p>1 Q In New York. 2 And why did you do that? 3 A The Wave Studio, LLC was formed because 4 United States -- the justice system in United States 5 of America is one of the best to protect the creative 6 works of Wave, and naturally I want all creative 7 works of The Wave -- 8 Q I'm sorry, I couldn't understand. 9 A Naturally, I want Wave's work to be 10 protected and respected. 11 Q So you -- you chose the United States -- 12 you chose to try to protect, in your view, the rights 13 of your companies, and you came to the United States 14 specifically for that purpose? 15 A Yes, because -- 16 MR. TOKE: Hold on. Objection. 17 MR. SCHWARTZ: No, she was answering. 18 You want to state an objection, state an 19 objection. 20 MR. TOKE: Yes. 21 MR. SCHWARTZ: Why don't you wait to let 22 her finish first? 23 MR. TOKE: That's fine. 24 Go ahead and answer your question, and 25 then I'll interpose an objection. So remember that,</p>	<p style="text-align: right;">Page 21</p> <p>1 the work of the -- the creative work of artists and 2 it protects minorities. 3 Q Okay. 4 And when did you form that view? 5 A Well, over time, I started reading. 6 It's just like when Wave was a sole proprietor, the 7 advice was to go into private limited because it has 8 matured, you know, like progression of things, as you 9 grow, and I started reading and was, like, "Okay, 10 I've got all this creative works. Wave has got all 11 this creative works. Where would be the best place 12 for them to be protected? Where would they be 13 respected?" 14 If I may use this term, they're my 15 babies. 16 Q And I very much appreciate that's your 17 baby, and I understand that completely. 18 So you began -- as you sit here today, 19 and I know you're not a lawyer, so I'm just asking 20 for your own personal opinion. In what way does the 21 United States, in your opinion, does United States 22 law protect your babies better than Singapore 23 copyright law? 24 A I checked and read and read Intellectual 25 Property Office of Singapore website. They had</p>

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<p style="text-align: right;">Page 22</p> <p>1 nothing prior to 2012. I went around asking 2 lawyers -- 3 MR. TOKE: Hold it. I do not want you 4 to talk about anything that's attorney-client 5 privilege. All right? 6 Q You can say you went to them. 7 A I just want to know, like, how do I have 8 a certificate for my work, and apparently they say, 9 "Registration is not required." 10 Q In Singapore? 11 A Yes. 12 Q Okay. 13 A So how do you know if my baby is Ahmat, 14 Abdullah, or Jane or Jill? There's no name. 15 Q So I'm not quite sure I understand what 16 you mean. 17 A Like, if I have all this -- all this 18 images of creative work or logo design, they're all 19 lumped together, how is it that these works don't 20 even have a name or a number? How do you know which 21 one you're protecting? 22 Q So, again, I know you're not a lawyer, 23 but just as an experienced business person, prior to 24 2011, what was your understanding of the protection 25 that your works was given under Singapore law?</p>	<p style="text-align: right;">Page 24</p> <p>1 A Yeah. It's like they have 2 identification number. 3 Q Okay. 4 And why is that important -- why is that 5 important to you compared to the Singapore copyright 6 law, in your personal understanding? 7 MR. TOKE: Again, I'm going to object to 8 the extent that Ms. Lee is not a lawyer and doesn't 9 understand exactly -- is not going to be able to 10 parse out different copyright statutes, so -- 11 MR. SCHWARTZ: Let me -- 12 Q I, a hundred percent, agree you're not a 13 lawyer. I'm not asking for your interpretation of 14 law. You said you went on the website, you went on 15 the U.S. website, and you are a resident of Singapore 16 who's done business there. I'm just asking, so that 17 we're clear -- don't tell me what lawyers told you -- 18 just your understanding as a person and a business 19 person of the differences prior to 2011 between the 20 Singapore -- your understanding of Singapore law and 21 your understanding of the United States law with 22 respect to copyright and the photograph that you 23 took. 24 So we all agree on that, so I'll ask the 25 question.</p>
<p style="text-align: right;">Page 23</p> <p>1 A Registration isn't required. 2 Q Okay. 3 And then prior to 2011, what was your 4 understanding of copyright law in the United States 5 with respect to your babies? 6 MR. TOKE: Again, I'm going to object to 7 the extent that it calls for expert testimony or 8 legal testimony that Ms. Lee is not an expert in. 9 She's not a lawyer. 10 So to the extent that you have an 11 understanding, go ahead. 12 MR. SCHWARTZ: Right. I'm just asking 13 for her personal understanding, exactly. 14 A My understanding is what I read on 15 copyrightoffice.gov. I started that reading. 16 Q Okay. 17 So you started reading the U.S. 18 government website for copyright. And what 19 conclusion did you come to after you -- after you 20 personally did that reading? 21 A That my babies will have a name. 22 Q Okay. 23 And when you -- when you mean they have 24 a name, you mean that they get registered in the 25 United States?</p>	<p style="text-align: right;">Page 25</p> <p>1 Prior to 2011, what was your 2 understanding, your personal understanding, of the 3 differences between Singapore law and the United 4 States law with respect to your photographs? 5 MR. TOKE: If you had any. 6 MR. SCHWARTZ: Fine. 7 MR. TOKE: If you had any. 8 So, go ahead. 9 A My children will have names. 10 Q Okay, right, you said that. 11 So is it that there is -- the Singapore 12 law doesn't -- apparently doesn't require 13 registration and the United States law does? 14 So was there any other reason, that you 15 can think of, for your -- for your registering your 16 photographs in the United States law or that was the 17 sole reason; the sole reason being that they would 18 have names, as you put it? 19 MR. TOKE: Objection, calls for 20 speculation, but go ahead. 21 A I want -- if you have children, you want 22 to know them by name. 23 Q Okay, I understand that. 24 So other than wanting to know them by 25 name, was there any other reason that you had to come</p>

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<p style="text-align: right;">Page 26</p> <p>1 to the United States to register your photographs in 2 the United States? Was there any other reason? 3 A As I said, the U.S. justice system is 4 one of the best to protect creative works by artists. 5 We are minorities. 6 Q Okay. 7 So I'm asking for your personal 8 understanding as a business person in Singapore, what 9 was your understanding -- prior to 2011, what did you 10 understand the ownership rights to a photograph of a 11 photographer? 12 MR. TOKE: Again, objection, calls for 13 expert opinion and the knowledge of a lawyer, and so 14 to the extent you know. 15 MR. SCHWARTZ: Can you read back the 16 question just so we don't have to go through this 17 exercise all the time? 18 Just read back the question, please. 19 (Whereupon, the requested portion is 20 read back by the reporter.) 21 A I understand the creator to creative 22 work is the owner of the work. 23 Q And that's what you understood -- that's 24 what you understood the situation was in Singapore? 25 A That's the general understanding. If</p>	<p style="text-align: right;">Page 28</p> <p>1 In -- what was your understanding -- as 2 a business person in Singapore, prior to 2011, what 3 was your understanding of who would own the copyright 4 when one person hired a photographer to take a 5 picture and there was no contract, there was no 6 written contract? 7 A Would you consider verbal agreement a 8 contract? 9 Q Well, answer -- give me the answer as 10 best you can. 11 MR. TOKE: And, again, calls for 12 speculation, but if you know. 13 A It should be the creator. That would be 14 the photographer. 15 Q Okay. 16 And do you understand -- did you, prior 17 to 2011, understand the expression "a work for hire"? 18 A The expression for "work for hire" prior 19 to 2011? 20 Q Yes. 21 A We call it differently. 22 Q Okay. 23 Well, first, what do you understand the 24 "work for hire" to be, or what did you understand it 25 to be in 2011, if you had an understanding of it at</p>
<p style="text-align: right;">Page 27</p> <p>1 you gave birth to them, they're your children. 2 Q Okay, okay. 3 And what was your -- your personal 4 understanding of the -- of the law in Singapore -- 5 let me rephrase that so I don't have the professional 6 advice issue. 7 What was your understanding, as a 8 business person in the photography business, prior to 9 2011, of who would own the copyright in the 10 circumstance where one person hired a photographer to 11 take a picture? Who would own the copyright then, as 12 you understand it? 13 A That depends on contract. 14 Q Okay. 15 Is there any -- did you have any 16 understanding at the time, prior to 2011, that if 17 there was no -- assuming there was no contract 18 between the person who hired and the photographer, 19 who would own the copyright? 20 MR. TOKE: Objection, incomplete 21 hypothetical, calls for speculation. 22 Go ahead. 23 Q You can answer. 24 A Can you repeat the question again? 25 Q Sure.</p>	<p style="text-align: right;">Page 29</p> <p>1 all in 2011? 2 A If you have an agreement -- you hire 3 somebody, and if you have an agreement, what are the 4 terms, and so on and so forth, that's work for hire, 5 and if it's agreeable, then you have an agreement, 6 that's work for hire. 7 Q Okay. 8 And you started to answer it that you 9 had some understanding that that expression means 10 something different in Singapore? 11 A No -- 12 MR. TOKE: Objection, misstates the 13 testimony, but go ahead. 14 A No. 15 I mean, we don't have the term "work for 16 hire" in Singapore. We generally have what we call 17 "open market willing buyer, willing seller." 18 If I want to hire A, what are the terms 19 between A and B. For companies, it's called letter 20 of employment in Singapore. For outside vendor, it 21 really depends what you agreed upon. If both parties 22 agree, then there is an agreement. 23 Q Okay. 24 Prior to 2011, did you have the 25 understanding -- did you understand, prior to 2011,</p>

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<p style="text-align: right;">Page 30</p> <p>1 that if one company hires a photographer to take a 2 picture, that the copyright is owned by the company 3 hiring the photographer? Did you understand that? 4 MR. TOKE: Hold on. 5 Can you read back the question, please? 6 (Whereupon, the requested portion is 7 read back by the reporter.) 8 MR. TOKE: Objection, incomplete 9 hypothetical, but if you have -- if you know the 10 answer, if you have an answer, go ahead. 11 A It is not automatic. 12 Q So when, as you -- in your 13 understanding, if it's not automatic, when is it the 14 case that the person hiring the photographer owns the 15 copyright in the picture, in Singapore? 16 MR. TOKE: Calls for speculation, asked 17 and answered, but go ahead. 18 A It's like if you hire a wedding 19 photographer; what you want, how many days, how long 20 is your wedding. Let's say three days, four days, 21 whatever days. At the end of the hire, what you're 22 ordering is actually the photo album. You don't own 23 those pictures. 24 Q Who is the "you" doesn't own them? 25 A I mean the company or, in this case, the</p>	<p style="text-align: right;">Page 32</p> <p>1 this read back so that we can continue. 2 MR. TOKE: Sure, that's fine. 3 (Whereupon, the requested portion is 4 read back by the reporter.) 5 Q So it is very important that the terms 6 of ownership of a copyright when one person hires the 7 photographer that the description of who owns the 8 copyright be set forth either in a written agreement 9 or orally agreed upon, and that's very important? 10 MR. SCHWARTZ: Just let her answer. 11 MR. TOKE: Well, hold on, misstates the 12 testimony. 13 MR. SCHWARTZ: Wait, she hasn't 14 answered. There is a question pending. 15 THE WITNESS: I thought I answered. 16 MR. TOKE: Yeah, asked and answered. 17 She already answered that question. 18 MR. SCHWARTZ: Okay. Just repeat the 19 question just to make sure. 20 (Whereupon, the requested portion is 21 read back by the reporter.) 22 Q And the answer is yes? 23 MR. TOKE: You're not going to put words 24 in her mouth. 25 Let her answer the question.</p>
<p style="text-align: right;">Page 31</p> <p>1 bride and bridegroom. 2 If the bride and bridegroom wants the 3 ownership of the pictures, you have to say, "I want 4 the ownership, I want the copyright, and you sell it 5 to me." 6 So before a job is taken, or before a 7 job is offered or accepted, then those terms must be 8 there. 9 Wedding photographers, the end result 10 that you will get is only the photo album. 11 Q So is it -- is it -- was it your 12 experience, prior to 2011, in Singapore, that it 13 would be very important for the terms of ownership of 14 a copyright between someone who hired a photographer 15 and the photographer be set forth in a written 16 agreement? 17 A Written or mutually agreed orally. 18 Q Okay. 19 Okay. 20 MR. SCHWARTZ: So -- can you just read 21 back the question? 22 MR. TOKE: Can we take a quick -- I just 23 want to go off the record for a second after -- I 24 think there is no question pending. 25 MR. SCHWARTZ: Well, let me just have</p>	<p style="text-align: right;">Page 33</p> <p>1 Q What is the answer? 2 A Ideally, yes. 3 MR. SCHWARTZ: Take a break for a 4 second. 5 You wanted to go off the record to say 6 something? If that's the case, then she should leave 7 the room, with all respect to you. 8 MR. TOKE: No. I wanted to take a break 9 and I wanted to actually talk about something 10 earlier. There are some documents that I meant to 11 discuss with you, so. 12 MR. SCHWARTZ: All right. So we can 13 take a break right now, if you would like. 14 MR. TOKE: Let's go off the record for a 15 second. 16 THE VIDEOGRAPHER: Going off the record, 17 10:54 a.m. 18 (Whereupon Certificate of Registration 19 is received and marked as Exhibit 1 for 20 identification.) 21 THE VIDEOGRAPHER: We are back on the 22 record at 11:16 a.m. 23 Q Okay. Welcome back. 24 We just came back from a break. 25 Did you discuss the testimony that you</p>

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<p style="text-align: right;">Page 34</p> <p>1 were giving with your lawyer during the break?</p> <p>2 A No. Looking for --</p> <p>3 Q Okay.</p> <p>4 A -- cigarettes.</p> <p>5 Q Okay.</p> <p>6 I've handed you what's been marked as</p> <p>7 Exhibit 1. It's a registration, and we'll call it by</p> <p>8 the last three numbers, 331.</p> <p>9 Do you see 331 on the top?</p> <p>10 A Yes.</p> <p>11 Q Okay. So we'll refer to this as</p> <p>12 registration 331.</p> <p>13 And if you look on the second page of</p> <p>14 Exhibit 1, about two-thirds of the way down, is that</p> <p>15 your signature?</p> <p>16 A Yes.</p> <p>17 Q Okay.</p> <p>18 So you've signed this?</p> <p>19 A Yes.</p> <p>20 Q And where were you when you signed this;</p> <p>21 in Singapore or New York?</p> <p>22 A I was in Singapore.</p> <p>23 Q Okay.</p> <p>24 And it's dated December 28, 2010?</p> <p>25 A That's correct.</p>	<p style="text-align: right;">Page 36</p> <p>1 Q Okay.</p> <p>2 For business purposes?</p> <p>3 A Part business, part leisure photography</p> <p>4 shooting.</p> <p>5 Q Okay.</p> <p>6 So when the LLC was formed in 2011, does</p> <p>7 it maintain an office in White Plains?</p> <p>8 A Well, yeah -- I mean, office, you mean</p> <p>9 with people?</p> <p>10 Q Yes.</p> <p>11 A No.</p> <p>12 Q So it has no employees in New York at</p> <p>13 all, correct?</p> <p>14 A Uh-huh.</p> <p>15 Q And never had any employees in New York?</p> <p>16 A Not yet.</p> <p>17 Q Okay.</p> <p>18 Does it -- is it fair to say that the</p> <p>19 LLC is just created as an entity existing on a piece</p> <p>20 of paper and the location is listed at the address of</p> <p>21 your then attorneys?</p> <p>22 A You mean that's the sole purpose?</p> <p>23 Q No, no, no. Let me rephrase the</p> <p>24 question.</p> <p>25 The LLC has no employees in New York,</p>
<p style="text-align: right;">Page 35</p> <p>1 Q Did you ever -- around the year 2010 or</p> <p>2 2011, when Wave, LLC was -- well, let me rephrase</p> <p>3 that whole question.</p> <p>4 Wave Studio, LLC was formed by you?</p> <p>5 A That's correct.</p> <p>6 Q Do you remember approximately when it</p> <p>7 was formed?</p> <p>8 A 2011.</p> <p>9 Q Okay.</p> <p>10 So around 2011, during that year in</p> <p>11 2011, were you in White Plains, New York, at all?</p> <p>12 A No.</p> <p>13 Q Okay.</p> <p>14 Were you in the State of New York in</p> <p>15 2011?</p> <p>16 A The State of New York?</p> <p>17 No.</p> <p>18 Q Okay.</p> <p>19 Were you in the United States in 2011?</p> <p>20 A Yes.</p> <p>21 Q When were you in the United States?</p> <p>22 A May -- around May 2011.</p> <p>23 Q Okay.</p> <p>24 Where were you?</p> <p>25 A I was in San Francisco.</p>	<p style="text-align: right;">Page 37</p> <p>1 correct?</p> <p>2 A Uh-huh.</p> <p>3 Q It never had any employee in New York?</p> <p>4 A Not yet.</p> <p>5 Q Okay.</p> <p>6 Does it have a lease for any office</p> <p>7 space?</p> <p>8 A Not yet.</p> <p>9 Q Does it own any property in New York?</p> <p>10 A Property; you mean, like, brick and</p> <p>11 mortar?</p> <p>12 Q Yes, brick and mortar.</p> <p>13 A No.</p> <p>14 Q And its mailing location is care of a</p> <p>15 law firm, correct?</p> <p>16 A That's right.</p> <p>17 Q Okay.</p> <p>18 So it doesn't have its own physical</p> <p>19 brick-and-mortar existence in an office, correct?</p> <p>20 A Uh-huh.</p> <p>21 Q You have to say yes or no.</p> <p>22 A Oh, sorry.</p> <p>23 Yeah.</p> <p>24 Q Yes, it's correct, it doesn't have a</p> <p>25 physical office?</p>

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<p style="text-align: right;">Page 38</p> <p>1 A Yes.</p> <p>2 Q Okay.</p> <p>3 Let's go back to Exhibit 331 for a</p> <p>4 second.</p> <p>5 MR. TOKE: Exhibit 1?</p> <p>6 Q Exhibit 1.</p> <p>7 That was your signature, and you signed</p> <p>8 it when you were in Singapore?</p> <p>9 A Uh-huh.</p> <p>10 Q And if you look at the copyright</p> <p>11 claimant -- that's number four on the first page.</p> <p>12 A Uh-huh.</p> <p>13 Q The copyright claimant is Wave Pte.,</p> <p>14 Ltd., correct?</p> <p>15 A Uh-huh.</p> <p>16 Q And that's listed in Singapore, correct?</p> <p>17 A Correct.</p> <p>18 Q And do you know what -- did you have an</p> <p>19 understanding in 2011 of what the words "first</p> <p>20 publication" means?</p> <p>21 A When it's first printed.</p> <p>22 Q Okay.</p> <p>23 That's what your understanding was in</p> <p>24 2011?</p> <p>25 A When it's first published for anyone to</p>	<p style="text-align: right;">Page 40</p> <p>1 In your mind -- never mind. Strike</p> <p>2 that.</p> <p>3 So let me show you -- before I finish,</p> <p>4 let me ask another question.</p> <p>5 So the certificate has, on Page 2, in</p> <p>6 section nine -- Page 2, section nine -- the name of</p> <p>7 Jennison & Shultz.</p> <p>8 Who are they?</p> <p>9 A My lawyer who helped me to register.</p> <p>10 Q Okay.</p> <p>11 And how did you come to know -- it's Mr.</p> <p>12 Jennison, right?</p> <p>13 A Yes, John Jennison.</p> <p>14 Q How did you know -- how did you get</p> <p>15 introduced to John Jennison?</p> <p>16 A Well, my good friends are in Virginia.</p> <p>17 Q Okay.</p> <p>18 How long did you know him prior to 2011?</p> <p>19 A About six months, because I was -- I was</p> <p>20 in Virginia --</p> <p>21 Q Okay.</p> <p>22 A -- to visit friends.</p> <p>23 Q Okay.</p> <p>24 So you met Mr. Jennison in Virginia in</p> <p>25 approximately 2011, 2010 sometime?</p>
<p style="text-align: right;">Page 39</p> <p>1 see.</p> <p>2 Q Okay.</p> <p>3 So if you look at Page 3, Section B --</p> <p>4 A Page 3?</p> <p>5 Q Section B.</p> <p>6 A B, uh-huh.</p> <p>7 Q So in the column on the right where it</p> <p>8 says, "Nation of first publication," all of the</p> <p>9 photographs that are registered here in this</p> <p>10 Exhibit 1, which is registration 331, the nation of</p> <p>11 first publication is Singapore for each and every</p> <p>12 one, correct?</p> <p>13 A Uh-huh.</p> <p>14 Q And you list that the copyright claimant</p> <p>15 is a Singapore company, correct?</p> <p>16 A Yes.</p> <p>17 Q And you, at the time, were a resident of</p> <p>18 Singapore?</p> <p>19 A Yes.</p> <p>20 Q So if I understand it, a Singapore</p> <p>21 author, as you claim, Wave Private, Ltd., is</p> <p>22 registering photographs where the nation of first</p> <p>23 publication is Singapore, correct?</p> <p>24 A Uh-huh.</p> <p>25 Q Okay.</p>	<p style="text-align: right;">Page 41</p> <p>1 A Oh, no, I was in Virginia in 2009.</p> <p>2 Q You met him then about?</p> <p>3 A He's my friend's friend. It's not like</p> <p>4 sit down and have dinner.</p> <p>5 Q Okay.</p> <p>6 So let me show you this --</p> <p>7 MR. SCHWARTZ: We'll mark this as</p> <p>8 Exhibit 2.</p> <p>9 (Whereupon Document Bates-stamped</p> <p>10 TWS0199392 is received and marked as Exhibit 2 for</p> <p>11 identification.)</p> <p>12 Q So that's your signature on Exhibit 2 at</p> <p>13 the bottom where it says "Chairman"?</p> <p>14 A Uh-huh.</p> <p>15 Q You have to say yes or no.</p> <p>16 A Oh, yes.</p> <p>17 Q And that's your signature under</p> <p>18 "Present," and you were present at the time?</p> <p>19 A Yes.</p> <p>20 Q And so this is a document that says it's</p> <p>21 the minutes of an extraordinary general meeting of</p> <p>22 Wave Private, Ltd.?</p> <p>23 A Uh-huh.</p> <p>24 Q Correct?</p> <p>25 A Yes.</p>

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<p style="text-align: right;">Page 42</p> <p>1 Q And the date -- and the date is</p> <p>2 August 1, 2008, correct?</p> <p>3 A Yes.</p> <p>4 Q Okay.</p> <p>5 And the date -- this document,</p> <p>6 Exhibit 2, is the dissolution of Wave Private, Ltd.?</p> <p>7 A You mean the actual date?</p> <p>8 Q The purpose of the -- the part of this</p> <p>9 meeting, of this document, is to say that Wave Pte.,</p> <p>10 Ltd. no longer exists, correct?</p> <p>11 A To be struck off.</p> <p>12 Q "Struck off," and what does that mean?</p> <p>13 A To close it.</p> <p>14 Q It's closed, it no longer exists,</p> <p>15 correct?</p> <p>16 MR. TOKE: Well, hold on.</p> <p>17 MR. SCHWARTZ: No, no. I asked the</p> <p>18 question. I mean, if you want to object, you can</p> <p>19 object, but I asked the question.</p> <p>20 MR. TOKE: I understand. I'm just</p> <p>21 saying -- well, go ahead and answer the question.</p> <p>22 Q Okay.</p> <p>23 A I mean, whatever pertaining to documents</p> <p>24 to the companies, they were all prepared by my</p> <p>25 lawyer -- by my accountant, who's also the company</p>	<p style="text-align: right;">Page 44</p> <p>1 A Yes.</p> <p>2 Q This document says, "That the Board of</p> <p>3 Directors has no inclination to continue operating</p> <p>4 the business and the company shall apply to strike</p> <p>5 off its name from register under Section 344 of the</p> <p>6 companies' Act," correct?</p> <p>7 A Yes.</p> <p>8 Q And you read that before you signed it,</p> <p>9 correct?</p> <p>10 A Yes.</p> <p>11 Q And that says that the Board of</p> <p>12 Directors has no inclination to continue operating</p> <p>13 the business, correct?</p> <p>14 A Yes.</p> <p>15 Q And so The Wave Pte., Ltd. stopped doing</p> <p>16 business as of August 1, 2008, correct?</p> <p>17 A Yes.</p> <p>18 Q And what does it mean that it's struck</p> <p>19 from the register, under Section 344, of the</p> <p>20 company's act?</p> <p>21 What's your understanding of that?</p> <p>22 Do you have any understanding of what it</p> <p>23 means?</p> <p>24 A No.</p> <p>25 Q Okay.</p>
<p style="text-align: right;">Page 43</p> <p>1 secretary, so he -- he will say, "Okay, you need to</p> <p>2 sign this."</p> <p>3 I said, "Sign?"</p> <p>4 Q Okay.</p> <p>5 A Whether it's before or after the company</p> <p>6 struck off, I think it's before because we need to</p> <p>7 prepare all the documents for striking off, and then</p> <p>8 hand it to ACRA.</p> <p>9 Q I'm sorry?</p> <p>10 A ACRA is a Singapore body for company</p> <p>11 registration.</p> <p>12 Q Okay.</p> <p>13 A They did all these things.</p> <p>14 I mean, my business is just creating</p> <p>15 creative work.</p> <p>16 Q Okay.</p> <p>17 So you -- your accountant prepared this</p> <p>18 document?</p> <p>19 A Who is also my company secretary.</p> <p>20 Q Okay.</p> <p>21 And I'll just read one paragraph of it.</p> <p>22 It's the paragraph under the caption "Striking Off</p> <p>23 the Company's Name from the Register."</p> <p>24 A Uh-huh.</p> <p>25 Q You have to say yes.</p>	<p style="text-align: right;">Page 45</p> <p>1 A It was all prepared by my company</p> <p>2 secretary and accountant.</p> <p>3 Q But it's true -- I mean, you were on the</p> <p>4 Board of Directors at the time, correct?</p> <p>5 A That's correct.</p> <p>6 Q And it's true that the Board of</p> <p>7 Directors has no inclination to continue operating</p> <p>8 the business, is that correct?</p> <p>9 A Under The Wave Private, Limited, yes.</p> <p>10 Q So this company stopped doing business,</p> <p>11 correct?</p> <p>12 A That's correct.</p> <p>13 Q And that at that time, as of August 1,</p> <p>14 2008, the next paragraph says all the tangible assets</p> <p>15 and intangible assets, after discharging its</p> <p>16 liabilities, shall be repatriated and assigned to</p> <p>17 you, correct?</p> <p>18 A That's correct.</p> <p>19 Q Okay.</p> <p>20 So what was your understanding -- what</p> <p>21 is your understanding of the intent of this</p> <p>22 particular -- of this Exhibit 2?</p> <p>23 A What's my understanding?</p> <p>24 Q Let me rephrase it.</p> <p>25 When you signed it, did you intend that</p>

12 (Pages 42 - 45)

<p style="text-align: right;">Page 46</p> <p>1 Wave Private, Ltd. would no longer be doing business, 2 correct? 3 A No, we just changed to The Wave Design 4 Private, Limited, but at that point in time, 5 Singapore government -- coincidentally, Singapore 6 government was encouraging entrepreneurship, and for 7 all new business registered in that year, new 8 business, new businesses are eligible for tax 9 concession for three years. 10 So I took the opportunity, since I'm 11 going to change The Wave Private, Limited to The Wave 12 Design Private, Limited, I took the opportunity to 13 incorporate The Wave Design Private, Limited and 14 enjoy the tax concessions. 15 Q Okay. 16 Why don't we also take a look at this, 17 which will be Exhibit 3. 18 (Whereupon Document Bates-stamped 19 TWS0199384 through 386 is received and marked as 20 Exhibit 3 for identification.) 21 Q Okay. So Exhibit 3 is a three-page 22 document, and the last three digits of the Bates 23 Stamp at the bottom are 384, 385 and 386. 24 A Uh-huh. 25 Q Okay.</p>	<p style="text-align: right;">Page 48</p> <p>1 A Yes. 2 Q And that occurred on August 1, 2008, 3 correct? 4 A Yes. 5 Q So two days before, two days or so 6 before, Wave Pte., Ltd. stopped doing business and 7 assigned its copyrights, correct? 8 A Yes. 9 Q And it assigned its copyrights to The 10 Wave Studio, Pte., Ltd., correct? 11 A Yes. 12 Q And that was accomplished -- the 13 assignment was accomplished by this document, which 14 is Exhibit 3? 15 A According to my attorney, yes. 16 Q According to -- who prepared this 17 assignment of copyright? 18 A Mr. John Jennison. 19 Q Okay. 20 And when did you first meet him? What 21 year did you say? 22 A I was in Virginia '09. 23 2010. 24 Q Okay. 25 So this assignment of copyright is dated</p>
<p style="text-align: right;">Page 47</p> <p>1 So have you seen this document before? 2 A Yes. 3 Q Okay. 4 And that's your signature on Page 386? 5 A Yes. 6 Q And you signed on behalf -- you signed 7 as the managing director of Wave Pte., Ltd., on the 8 left-hand side, correct? 9 A Uh-huh. Yes. 10 Q And you signed as the managing director 11 of Wave Studio, Pte., Ltd., on the right-hand side, 12 correct? 13 A Yes. 14 Q So the first page -- this document is 15 entitled "An Assignment of Copyright," correct? 16 A Yes. 17 Q And it's dated effective July 28, 2008, 18 correct, at the very top? 19 A That's correct. 20 Q So if you compare, or if you put 21 Exhibit 2 next to Exhibit 3 -- 22 A Yes. 23 Q -- so Exhibit 2 is the ceasing -- the 24 cessation of operation of the business of Wave Pte., 25 correct?</p>	<p style="text-align: right;">Page 49</p> <p>1 2008, correct? 2 A Uh-huh. 3 Q So are you sure that Mr. Jennison 4 prepared this? 5 A Yes. 6 Q Okay. 7 And where were you when you signed this? 8 A Singapore. 9 Q Okay. 10 And this is an assignment between two 11 Singapore companies, correct? 12 A Yes. 13 Q So if you look at the assignment, 14 effective July 28, 2008, it assigns the works on the 15 annex, which is at Page 385, correct? 16 Do you see that? 17 The second page. 18 A Yes. 19 Q So this document says that The Wave 20 Pte., Ltd., on July 28, 2008, assigned the works, 21 which are at Page 385, to The Wave Studio, Pte., 22 Ltd., correct? 23 A Uh-huh. 24 Q So as of July 2008, Wave Pte., Ltd. no 25 longer owned the works listed on the annex at Page</p>

13 (Pages 46 - 49)

<p style="text-align: right;">Page 50</p> <p>1 385, correct?</p> <p>2 MR. TOKE: Can you repeat that question,</p> <p>3 please?</p> <p>4 MR. SCHWARTZ: Okay.</p> <p>5 MR. TOKE: I was just asking the court</p> <p>6 reporter.</p> <p>7 MR. SCHWARTZ: Do you want to read it</p> <p>8 back?</p> <p>9 (Whereupon, the requested portion is</p> <p>10 read back by the reporter.)</p> <p>11 MR. TOKE: Okay.</p> <p>12 A That's correct.</p> <p>13 Q Okay.</p> <p>14 So if we look at the works on the annex,</p> <p>15 which is Page 385, take the first listing, which is</p> <p>16 the Setai, S-E-T-A-I, 042 to 181, right?</p> <p>17 Do you see that?</p> <p>18 A Uh-huh.</p> <p>19 Q Those are works that are listed on the</p> <p>20 annex that you've assigned from The Wave Pte., Ltd.</p> <p>21 to Wave Studio, Pte., Ltd., correct?</p> <p>22 Here, look at the annex. It's on this</p> <p>23 page.</p> <p>24 A Yes.</p> <p>25 Q So this assignment, the one in your left</p>	<p style="text-align: right;">Page 52</p> <p>1 Wave Pte., Ltd. no longer owned those, correct?</p> <p>2 A There's another assignment where it's</p> <p>3 actually from my name.</p> <p>4 Q And where is that?</p> <p>5 A There are four assignments.</p> <p>6 Q We have never seen such an assignment.</p> <p>7 MR. TOKE: There are ---</p> <p>8 A There are four assignments.</p> <p>9 MR. TOKE: There are a number of</p> <p>10 assignments.</p> <p>11 Let's go off the record for a second.</p> <p>12 THE VIDEOGRAPHER: Okay, we're going off</p> <p>13 the record at 11:37 a.m.</p> <p>14 MR. SCHWARTZ: Let's stay on the record</p> <p>15 for a second. Let me just try to follow up.</p> <p>16 Stay on the record a second.</p> <p>17 THE VIDEOGRAPHER: We're back on the</p> <p>18 record, 11:37 a.m.</p> <p>19 Q So you believe there's an assignment --</p> <p>20 well, explain to me what happened, in your</p> <p>21 understanding of the photographs, the Setai 042 to</p> <p>22 Setai 181 that are being registered by The Wave Pte.,</p> <p>23 Ltd.</p> <p>24 MR. TOKE: Objection to the extent that</p> <p>25 that mischaracterizes what the document says.</p>
<p style="text-align: right;">Page 51</p> <p>1 hand, says that you've assigned the Setai 042, dash,</p> <p>2 Setai 181 to The Wave Studio, Pte., Ltd. as of</p> <p>3 July 28, 2008, correct?</p> <p>4 A Uh-huh.</p> <p>5 Q You have to say --</p> <p>6 A Yes.</p> <p>7 Q Okay.</p> <p>8 So that's correct.</p> <p>9 So now, just picking on the first</p> <p>10 listing of the photographs that were assigned to The</p> <p>11 Wave Studio Pte., Ltd., the Setai 042 and the Setai</p> <p>12 181.</p> <p>13 Do you see that in the annex? Do you</p> <p>14 see that?</p> <p>15 A Yes, I see it in the annex.</p> <p>16 Q So those were assigned as of 2008.</p> <p>17 So now if you look at Exhibit 1, which</p> <p>18 is Page 10 of 35 across the top.</p> <p>19 Go to Page 10.</p> <p>20 So this document, which is Exhibit 1,</p> <p>21 the Certificate of Registration, shows that Wave</p> <p>22 Pte., Ltd. in 2010 is claiming to register the Setai</p> <p>23 042 to the Setai 181, correct?</p> <p>24 A Yes.</p> <p>25 Q But as of the date, December 30, 2010,</p>	<p style="text-align: right;">Page 53</p> <p>1 MR. SCHWARTZ: I said explain to me in</p> <p>2 your own words what happened after the Setai</p> <p>3 photographs 042 to 181 were assigned from Wave Pte.,</p> <p>4 Ltd. to Wave Studio Pte., Ltd. in 2008.</p> <p>5 A I think what happened was I was asked</p> <p>6 which job was done by which entity, okay, so all</p> <p>7 those are filled in according to which entity did</p> <p>8 those jobs. You know, like The Wave Private,</p> <p>9 Limited, did all this jobs. And Mr. John Jennison</p> <p>10 registered it this way, as according to which company</p> <p>11 did which work. Subsequently -- I know what you're</p> <p>12 trying to ask, but subsequently we have an assignment</p> <p>13 that all properties, all intellectual properties that</p> <p>14 were returned to me by any of The Wave entities was</p> <p>15 also assigned to The Wave Studio, LLC because I</p> <p>16 don't --</p> <p>17 Q So you mean -- you mean that there's an</p> <p>18 assignment from The Wave Pte., Ltd. to The Wave</p> <p>19 Studio, LLC?</p> <p>20 A No, there is an assignment from me as a</p> <p>21 person -- okay, Wave-S, Wave, the first one, sole</p> <p>22 proprietor, struck off. All the properties went to</p> <p>23 me. The Wave Private, Limited, prior to striking</p> <p>24 off, all tangible and intangible assets went to me,</p> <p>25 my name. And the final one, the final assignment is</p>

14 (Pages 50 - 53)

<p style="text-align: right;">Page 54</p> <p>1 from me to The Wave Studio, LLC.</p> <p>2 Q So you individually is what you're</p> <p>3 saying?</p> <p>4 A Yes.</p> <p>5 Q Okay.</p> <p>6 A Because when you strike off a company,</p> <p>7 whatever the company has, has to be returned to the</p> <p>8 director. So this one, I think what happened was,</p> <p>9 identifying which work was done by which company,</p> <p>10 because there was so many works.</p> <p>11 Q Okay.</p> <p>12 So let's just see though -- let us deal</p> <p>13 with what we have in writing right now. Okay?</p> <p>14 A Uh-huh.</p> <p>15 I need to know where all the four</p> <p>16 assignments.</p> <p>17 MR. TOKE: Right, that's why I want to</p> <p>18 go off the record to talk about those because, again,</p> <p>19 obviously --</p> <p>20 Q So you think that -- you're referring to</p> <p>21 the assignments into the LLC, correct, is that what</p> <p>22 you want to see?</p> <p>23 A All four assignments, all the</p> <p>24 entities --</p> <p>25 Q Okay.</p>	<p style="text-align: right;">Page 56</p> <p>1 A Correct.</p> <p>2 Q So does it appear, at least from these</p> <p>3 documents -- and you say there's another one, and</p> <p>4 we'll try to get to it, but without anything else,</p> <p>5 this document number three shows that Wave Pte., Ltd.</p> <p>6 assigned its rights to all of the photographs listed</p> <p>7 on the annex at Page 385 to Wave Studio Pte., Ltd. as</p> <p>8 of July 28, 2008, correct?</p> <p>9 A Correct.</p> <p>10 Q So if this is the only document -- let's</p> <p>11 just assume that for a second. We'll see if we can</p> <p>12 correct it with something else.</p> <p>13 If Exhibit 3 is the only document -- is</p> <p>14 the only assignment dealing with the Setai 042 to the</p> <p>15 Setai 181, as well as the others, would that show, to</p> <p>16 your mind, that Wave Pte., Ltd. was not the owner of</p> <p>17 those photographs?</p> <p>18 Did that make sense to you or is that</p> <p>19 too convoluted?</p> <p>20 MR. TOKE: I was going to say vague and</p> <p>21 ambiguous.</p> <p>22 MR. SCHWARTZ: Okay. Let me rephrase</p> <p>23 the question, it didn't work really well.</p> <p>24 Q Would you agree that the assignment,</p> <p>25 which is Exhibit 3, covers the same photographs that</p>
<p style="text-align: right;">Page 55</p> <p>1 MR. SCHWARTZ: We have those?</p> <p>2 A -- into The Wave Studios, LLC.</p> <p>3 Q Okay, just a second, I'll give them to</p> <p>4 you.</p> <p>5 MR. TOKE: I want to go off the record</p> <p>6 for a second to address what you mentioned, that you</p> <p>7 didn't have these assignments, and so I want to make</p> <p>8 sure that -- now you're telling me that there are</p> <p>9 assignments, so I want to make sure that we're on the</p> <p>10 same page with that.</p> <p>11 MR. SCHWARTZ: Okay, let's go back onto</p> <p>12 the record then. Okay?</p> <p>13 MR. TOKE: We're not off the record.</p> <p>14 MS. REMORE: So I think I know what he's</p> <p>15 asking, if we want to go off the record and discuss</p> <p>16 it.</p> <p>17 MR. SCHWARTZ: No, let's just stay with</p> <p>18 what we got. Let's try to do it in the order that I</p> <p>19 think we have.</p> <p>20 Q So you think there is another document,</p> <p>21 which we'll come to, but at least we've established</p> <p>22 that Exhibit 3 is an assignment from The Wave Pte.,</p> <p>23 Ltd. to The Wave Studio Pte., Ltd., and it lists the</p> <p>24 photographs that are contained in -- in the</p> <p>25 registration number 331, correct?</p>	<p style="text-align: right;">Page 57</p> <p>1 Wave Pte., Ltd. claims to own in its registration,</p> <p>2 which is Exhibit 1?</p> <p>3 A I do not agree because I cannot assume</p> <p>4 knowing that there are four assignments.</p> <p>5 Q And the assignments you're referring to</p> <p>6 are assignments going into LLC, correct?</p> <p>7 A That's correct.</p> <p>8 Q Okay. That's fine, we can work with</p> <p>9 that.</p> <p>10 So prior -- prior to the --</p> <p>11 MS. REMORE: These are for this specific</p> <p>12 registration. If we're dealing with them</p> <p>13 registration by registration, I can get -- it</p> <p>14 actually covers two registrations.</p> <p>15 MR. SCHWARTZ: Okay. Let's have these</p> <p>16 three marked in sequence as the next ones, and let's</p> <p>17 just see if this is what you're talking about.</p> <p>18 MS. REMORE: They're the same document</p> <p>19 so there is three copies.</p> <p>20 MR. SCHWARTZ: Okay. I'm sorry. I'm</p> <p>21 going to have this one marked as 4.</p> <p>22 MR. TOKE: May I have a copy of that,</p> <p>23 please?</p> <p>24 MR. SCHWARTZ: Sure, as soon as she</p> <p>25 marks it.</p>

15 (Pages 54 - 57)

<p style="text-align: right;">Page 58</p> <p>1 (Whereupon Copyright Assignments is 2 received and marked as Exhibit 4 for identification.) 3 Q Okay. So I've shown you Exhibit 4. 4 Can you describe to me what Exhibit 4 5 is? 6 A I'm sorry, sir, there are four 7 assignments. 8 Q Okay, but let's just take this one 9 first. 10 MR. TOKE: Yeah. 11 Q Let's just take this one first. 12 MR. TOKE: Answer the question. 13 So look at the document, and he asked 14 you to identify it. 15 Do you know what it is? 16 A Okay. 17 Q Okay? 18 So Exhibit 4 is a three-page document 19 with the last three digits 389, 390 and 391, correct? 20 A Correct. 21 Q And this is your signature on the second 22 page? 23 A That's correct. 24 Q On behalf of Wave Pte., Ltd.? 25 A That's correct.</p>	<p style="text-align: right;">Page 60</p> <p>1 Exhibit 2, which shows that Wave Pte., Ltd. ceased 2 operating business, correct? 3 A That's correct. 4 Q And we also have the assignment of 5 copyright number three, which shows that Wave Pte., 6 Ltd. assigned its works to The Wave Studio Pte., 7 Ltd., correct? 8 A That's correct. 9 Q So if you just look at Exhibits 2 and 3, 10 it would appear that Wave Pte., Ltd. no longer had 11 any copyrights in its ownership, correct? 12 A That's correct. And it was -- it was 13 all cleanup on the fourth assignment. 14 Q Okay. 15 Is Exhibit 4 the fourth assignment that 16 you're referring to? 17 A No. 18 Q Okay. 19 A It is not. 20 Q So if we're just dealing, though, with 21 the assignments that we have in front of us, and if 22 there is another one, I'll try to help you find it, 23 but with the assignments in front of us, it shows -- 24 Exhibit 4 shows that Wave Pte., which we agreed 25 was -- ceased operating business in 2008, and</p>
<p style="text-align: right;">Page 59</p> <p>1 Q And also on behalf of Wave Studio, LLC, 2 correct? 3 A That's correct. 4 Q Is this one of the assignments you were 5 referring to previously -- 6 A No. 7 Q -- before? 8 A There's the fourth assignment, the final 9 assignment. 10 Q Okay, then let's just deal with this one 11 then and then we'll see what else there is. 12 So this assignment is dated November 11, 13 2011, correct? 14 A That's correct. 15 Q And this assignment -- who prepared this 16 assignment? 17 A Mr. John Jennison. 18 Q Okay. 19 So this assignment, on the first line, 20 the first few lines says it's entered into between 21 Wave Pte., Ltd., as assignor, right? 22 A That's correct. 23 Q And The Wave Studio, LLC, correct? 24 A Uh-huh, that's correct. 25 Q So we've already -- we already have</p>	<p style="text-align: right;">Page 61</p> <p>1 assigned its copyrights also in July 2008, was 2 claiming to assign it copyrights to The Wave Studio, 3 LLC, correct? 4 A That's correct. 5 Q And the listing of things that Exhibit 4 6 claims to assign from Wave Pte., to Wave Studio, LLC, 7 at Page 391 on Attachment A, is the registration 331, 8 which is our Exhibit 1, correct? 9 A Correct. 10 Q So let me just see if the documents that 11 we have -- I understand you're saying there's another 12 one, but the documents we have are, Exhibit 1 is the 13 registration 331, and that's dated December 30, 2010. 14 Prior to 2010, Wave Pte., Ltd. ceased 15 operating on August 1, 2008, correct? 16 A Correct. 17 Q And on July 28, 2008, Wave Pte. assigned 18 its copyrights to The Wave Studio Pte., Ltd., 19 correct? 20 A Correct. 21 Q So that would appear that everything 22 that Wave Pte. had was assigned to Wave Studio Pte., 23 Ltd. pursuant to Exhibit 3, dated July 28, 2008, 24 correct? 25 A Correct.</p>

16 (Pages 58 - 61)

<p style="text-align: right;">Page 62</p> <p>1 Q So as of July 28, Wave Studio Pte., Ltd. 2 owned the copyrights listed on -- owned the rights 3 listed on the annex? 4 A That's correct. 5 Q So that unless there's something between 6 July 28, 2008 and this Exhibit 4, which is 7 November 11, 2011, can we agree that Wave Pte., Ltd. 8 did not own the photographs listed as Attachment A on 9 the assignment, and that document number is 391? 10 MR. TOKE: Objection to the extent that 11 this requires a legal conclusion and expert testimony 12 on the effect of these documents, but to the extent 13 that you can answer the question, go ahead. 14 Q You signed all these documents. So was 15 it your understanding that as of 2011, Wave Pte. 16 Ltd., based on these documents, did not have any 17 ownership interest in the photographs assigned from 18 Wave Pte., Ltd. to Wave, LLC in Exhibit 4? 19 Did that make sense? 20 A But, sir, I just want to say, my 21 understanding was this works were done by this 22 company, and that work is done by this other company, 23 and the fourth and final assignment addressed all 24 those. 25 Q Okay.</p>	<p style="text-align: right;">Page 64</p> <p>1 2011, the same time? 2 A I'm sorry, sir, I can't remember. 3 Q And do you think that -- do you think 4 that Mr. Jennison prepared that? 5 A Yes. 6 Q Okay. 7 So if you can, because I wasn't quite 8 sure, so you think there's one document -- 9 A There are four. We have seen two. 10 As far as my recollection. 11 Q Okay. 12 Then -- let's keep going, then, and tell 13 me what you think the other one is. 14 So in this sequence, in the sequence 15 just relating to registration 331 and Wave Pte., 16 Ltd., in those sequence of documents, you think there 17 is another document pertaining to the rights and 18 ownership of these -- 19 A There are four assignments. 20 Q Okay. 21 In your own words, describe the chain -- 22 the chain of assignments, the chain that goes in the 23 assignment. 24 A I'm sorry, sir, I need to see the 25 documents.</p>
<p style="text-align: right;">Page 63</p> <p>1 If you can, to help us try to find it, 2 who do you think the fourth -- what parties were 3 involved in the fourth assignment that you're talking 4 about? 5 A All parties. Lee Kar Yin, as a person; 6 Wave-S, as sole proprietorship, because everything 7 came back to me; The Wave Private, Limited, 8 everything came back to me; The Wave Design, which 9 subsequently changed name. It's not another entity, 10 it's just a name change. They're all there together. 11 Assigned everything to The Wave Studio, LLC. 12 Q And that's in one particular document or 13 a series of documents? 14 A One. 15 Just like -- just like this, you know, 16 one set like this. 17 Q Okay. 18 Okay. 19 And when was that document dated, do you 20 know? 21 A I can't remember, that's why I need to 22 see the document. 23 Q Okay. 24 Was it -- do you recall it being the 25 same time -- do you recall it being November 11,</p>	<p style="text-align: right;">Page 65</p> <p>1 Q Okay, okay. 2 Okay, so let me show you -- 3 MR. SCHWARTZ: Let me have this one 4 marked. 5 (Whereupon Document Bates-stamped 6 TWS199380 through 383 is received and marked as 7 Exhibit 5 for identification.) 8 Q Okay, I've handed you a document that 9 we've marked Exhibit 5. Why don't you take a look at 10 it. 11 Can you tell me what this is? 12 A Assignment of copyright. 13 It's supposed to be for what you call 14 nunc pro tunc. 15 Q Nunc pro tunc? 16 A Nunc pro tunc. 17 Q And what is your understanding of what 18 that means? 19 A I was told it means now for then. 20 Q Okay. 21 So explain to me, why was this document 22 created -- 23 A Oh -- 24 Q -- then for now or now for then? 25 A Because I told Mr. Jennison, The Wave</p>

17 (Pages 62 - 65)

<p style="text-align: right;">Page 66</p> <p>1 Private, Limited was struck off in 2008 -- 2008, is 2 it? That means we need to do a nunc pro tunc. So we 3 did this. And subsequently I told him, Mr. Jennison, 4 all the properties for companies that -- 5 MR. TOKE: I do not want you talking 6 about what you told counsel that's attorney-client 7 privilege. 8 Q Do you want to tell me what you said to 9 him? 10 A No. 11 Q Okay. 12 So explain to me the purpose of this 13 document. 14 A Now for then. 15 Q Well, why did you prepare this now for 16 then? What was the purpose of creating this 17 document? 18 A Because I told him The Wave Private, 19 Limited was struck off. 20 Q So what was your intention in preparing 21 this document? 22 A I didn't prepare it, Mr. Jennison did. 23 Q What was your intention in signing this 24 document? 25 A So that the copyright would be</p>	<p style="text-align: right;">Page 68</p> <p>1 Q Okay. 2 So if you look at the last page on this 3 exhibit, the date of July 28, 2008 is crossed out. 4 A Uh-huh. 5 Q And it's notarized October 15, 2012. 6 Do you see that? 7 A Uh-huh. 8 Q You have to say yes or no. 9 A Oh, yes. 10 Q Okay. 11 So this, document five, is the same as 12 document four -- I'm sorry -- as document three, 13 except it's notarized on October 15, 2012, right? 14 A Document five, document four -- 15 Q No. Document three. Three and five are 16 the same -- 17 A Two, three -- two, four -- one, two, 18 four, five. I don't have three. 19 MS. REMORE: Underneath two, perhaps. 20 A Sorry. What was your question again? 21 Q Three and five are the same, correct, 22 except in five the date is crossed off and it's 23 notarized October 15, 2012, right? 24 A Yes. 25 Q But the effective date on Page 1 of the</p>
<p style="text-align: right;">Page 67</p> <p>1 recognized. 2 Q So did you backdate this, is that what 3 you mean by "now for then"? 4 MR. TOKE: Objection, misstates the 5 testimony. 6 MR. SCHWARTZ: I didn't -- I asked her a 7 question, I didn't say what the testimony was. 8 Can you read back the question? 9 (Whereupon, the requested portion is 10 read back by the reporter.) 11 A I didn't backdate it. I just said The 12 Wave Private, Limited was struck off. 13 Q Okay. 14 So why -- why did you present this 15 document to -- this looks like a counselor 16 associate -- at the United States Embassy? 17 A Yes. 18 Q So why did you go there? 19 A Because I was told to have it notarized, 20 signed in front of Notary Public. 21 Q Okay. 22 So this is just a notarized copy, is 23 that what this is? 24 A It's an assignment to be signed in front 25 of an authority.</p>	<p style="text-align: right;">Page 69</p> <p>1 assignment is still July 28, 2008, correct? 2 A Yes. 3 Q So I'm just trying to understand, why 4 did you have this notarized on October 15, 2012? 5 A Because -- 6 MR. TOKE: Asked and answered, but go 7 ahead. 8 A Because Mr. Jennison told me it has to 9 be notarized by an authority. So bring it to the 10 authority and sign in front of them. 11 Q Okay. 12 But it wasn't your intention to change 13 the effective date of the assignment at all, correct? 14 A No. 15 Q No, that's not correct, or yes, it's 16 correct? 17 A It's not my intention to change the 18 effective date at all. 19 Q Okay. All right. 20 MR. SCHWARTZ: Okay. Let's try the next 21 one. 22 (Whereupon Certificate of Registration 23 is received and marked as Exhibit 6 for 24 identification.) 25 Q So, hopefully, this will go a little bit</p>

18 (Pages 66 - 69)

<p style="text-align: right;">Page 70</p> <p>1 faster, but it's essentially the same.</p> <p>2 So if you look at Exhibit 6, this is a</p> <p>3 registration of unpublished works, correct?</p> <p>4 A Yes.</p> <p>5 Q Okay.</p> <p>6 And the -- if you look on the first page</p> <p>7 of Exhibit 6, you'll see it says that the author is</p> <p>8 The Wave Pte., Ltd.</p> <p>9 A Yes.</p> <p>10 Q And it says that the copyright claimant</p> <p>11 is The Wave Pte., Ltd.</p> <p>12 A Yes.</p> <p>13 Q Correct?</p> <p>14 And you certify it at the bottom of the</p> <p>15 page. That's your name there?</p> <p>16 A Yes.</p> <p>17 Q Okay.</p> <p>18 And, so, this was also dated in 20 --</p> <p>19 2010, December 30, 2010. It's across the top over</p> <p>20 here.</p> <p>21 A Yes.</p> <p>22 Q And so 2010 is after Wave Pte. ceased</p> <p>23 doing business, correct?</p> <p>24 A Yes.</p> <p>25 Q And it's also after Wave Pte. assigned</p>	<p style="text-align: right;">Page 72</p> <p>1 conclusion, just in your own words, what is the other</p> <p>2 document you're referring to? Try to describe what</p> <p>3 it does.</p> <p>4 A You mean the assignment?</p> <p>5 Q If -- yes. If the assignment, if that's</p> <p>6 what you think it is, the missing document, what do</p> <p>7 you think is missing?</p> <p>8 MR. TOKE: Well, it assumes that it's</p> <p>9 missing. I don't know that.</p> <p>10 Q Okay.</p> <p>11 What do you think hasn't been shown to</p> <p>12 you yet?</p> <p>13 A There are four assignments. Now, what</p> <p>14 we have -- what I have here is two assignments.</p> <p>15 There are four assignments.</p> <p>16 Wave-S, before it was struck off, all</p> <p>17 assets came back to me as owner. The Wave Private,</p> <p>18 Limited, before it struck off, all assets came back</p> <p>19 to me as the owner. The fourth assignment assigned</p> <p>20 everything from me, from The Wave Design, from The</p> <p>21 Wave Studio Private, Limited, everything housed in</p> <p>22 The Wave Studio, LLC.</p> <p>23 Q So is that document different from what</p> <p>24 Exhibit 3 -- Exhibit 4 did, for example?</p> <p>25 Exhibit 4 is a document going into LLC,</p>
<p style="text-align: right;">Page 71</p> <p>1 its rights to the ownership of those photographs and</p> <p>2 copyrights to those photographs to the other Wave</p> <p>3 company, correct?</p> <p>4 A Yes.</p> <p>5 MR. TOKE: By "the other Wave</p> <p>6 company" --</p> <p>7 Q To Wave Studio Pte., Ltd., pursuant to</p> <p>8 Exhibit 3, correct?</p> <p>9 It would be --</p> <p>10 A Yes.</p> <p>11 Q Yes, okay.</p> <p>12 And so you believe that there is another</p> <p>13 document --</p> <p>14 A I know there is another document.</p> <p>15 Q Okay.</p> <p>16 From Wave Pte., Ltd. and to you</p> <p>17 individually, of all the rights?</p> <p>18 A I need to see the document.</p> <p>19 MR. TOKE: This is not going to be a</p> <p>20 memory contest.</p> <p>21 MR. SCHWARTZ: I know it's not a memory</p> <p>22 contest.</p> <p>23 Q But we don't seem to have what you're</p> <p>24 referring to and I don't think we've ever seen it.</p> <p>25 In your own words, not a legal</p>	<p style="text-align: right;">Page 73</p> <p>1 right?</p> <p>2 A Yes.</p> <p>3 That document has more than this two</p> <p>4 signatures. It has four or five of my signature.</p> <p>5 Q Okay.</p> <p>6 MR. SCHWARTZ: Why don't we take a</p> <p>7 two-second break for a second. Okay?</p> <p>8 Go off the record.</p> <p>9 THE VIDEOGRAPHER: Going off the record</p> <p>10 at 12:03 p.m.</p> <p>11 (Brief recess taken.)</p> <p>12 (Whereupon Certificate of Recordation is</p> <p>13 received and marked as Exhibit 7 for identification.)</p> <p>14 (Whereupon Document Bates-stamped</p> <p>15 TWS0199397 through 399 is received and marked as</p> <p>16 Exhibit 8 for identification.)</p> <p>17 THE VIDEOGRAPHER: We are back on the</p> <p>18 record at 1:48 p.m. This starts the beginning of</p> <p>19 media two.</p> <p>20 Q So I think we had 7 and 8 marked.</p> <p>21 Let's just look at number 8 first.</p> <p>22 MR. TOKE: Do we have that, Counsel?</p> <p>23 MR. SCHWARTZ: Yes, you do.</p> <p>24 She has it, I'm sorry.</p> <p>25 MR. TOKE: So I don't have a copy.</p>

19 (Pages 70 - 73)

<p style="text-align: right;">Page 74</p> <p>1 Which document is this first one?</p> <p>2 MR. SCHWARTZ: Number 8.</p> <p>3 MR. TOKE: And may I get a copy of</p> <p>4 Number 7 as well, then, please?</p> <p>5 Thank you.</p> <p>6 Q We are looking at Number 8, correct?</p> <p>7 A Yes.</p> <p>8 Q So Number 8 is -- the last three digits</p> <p>9 are Bates-stamped Number 397, 398 and 399. And this</p> <p>10 document is entitled "Assignment of Copyright," is</p> <p>11 that right?</p> <p>12 A Yes.</p> <p>13 Q And is that your signature on Page 3 of</p> <p>14 the document?</p> <p>15 A Yes.</p> <p>16 Q And that's dated February 15, 2007?</p> <p>17 A Yes.</p> <p>18 Q And if you look at the first page of</p> <p>19 this document, it's between Wave-S and Wave Design,</p> <p>20 Pte., Ltd.?</p> <p>21 A Yes.</p> <p>22 Q And, in your own words, what is this</p> <p>23 document intended to do?</p> <p>24 A It assigns works from Wave to Wave</p> <p>25 Design Private, Limited.</p>	<p style="text-align: right;">Page 76</p> <p>1 So let's turn that page over.</p> <p>2 So at the -- the date of execution of</p> <p>3 this agreement looks like -- date of execution of</p> <p>4 this document that is attached is January 7, 2013,</p> <p>5 right?</p> <p>6 A That's correct.</p> <p>7 Q Okay.</p> <p>8 And if we turn the page to the third</p> <p>9 page, this page has, at the top, the Declaration of</p> <p>10 Dissolution of Wave-S, et cetera?</p> <p>11 A Uh-huh.</p> <p>12 Yes.</p> <p>13 Q Okay.</p> <p>14 So paragraph two of this page says,</p> <p>15 "Wave-S was a sole proprietorship and upon its</p> <p>16 dissolution of all copyrights was transferred to me."</p> <p>17 A Yes, that's right.</p> <p>18 Q Okay.</p> <p>19 And what was the date of dissolution?</p> <p>20 A I can't remember, sir.</p> <p>21 Q Okay.</p> <p>22 Is there -- there is a document, though,</p> <p>23 you said, that does have the specific date of</p> <p>24 dissolution? You have such a document in your files?</p> <p>25 A Yes. My accountant should have it.</p>
<p style="text-align: right;">Page 75</p> <p>1 Q Wave Design Private, limited?</p> <p>2 A Yep.</p> <p>3 Q Okay.</p> <p>4 And the works that it assigns as of</p> <p>5 February 15, 2007 are the works listed in the annex,</p> <p>6 which is on Page 398, correct?</p> <p>7 A That's correct.</p> <p>8 Q So, in your view, as of February 15,</p> <p>9 2007, Wave-S no longer had any of the rights as</p> <p>10 described in this document to the works listed in the</p> <p>11 annex at Page 398, correct?</p> <p>12 A Yes.</p> <p>13 Q Okay.</p> <p>14 All right. So let's look at the next</p> <p>15 document then.</p> <p>16 The next document was Number 7.</p> <p>17 Okay?</p> <p>18 So document Number 7 doesn't have any</p> <p>19 Bates Stamp numbering at the bottom, right? There's</p> <p>20 no numbers at the bottom like the other documents,</p> <p>21 right?</p> <p>22 A Yes, that's correct.</p> <p>23 Q Okay.</p> <p>24 So I guess then we have to start -- the</p> <p>25 first page is the Certificate of Recordation.</p>	<p style="text-align: right;">Page 77</p> <p>1 Q Okay.</p> <p>2 And do you know, was it before or after</p> <p>3 Wave-S executed the -- let me rephrase that.</p> <p>4 Do you know whether Wave-S was dissolved</p> <p>5 before or after February 15, 2007, which is the date</p> <p>6 that Wave-S assigned all of its copyrights?</p> <p>7 MR. TOKE: Sorry. Could you read that</p> <p>8 question again, please?</p> <p>9 (Whereupon, the requested portion is</p> <p>10 read back by the reporter.)</p> <p>11 A Sorry, sir, I cannot remember.</p> <p>12 Q Okay.</p> <p>13 So just looking at paragraph two, again,</p> <p>14 it says, "Upon its dissolution, the ownership of all</p> <p>15 rights was transferred to me."</p> <p>16 Was that transfer documented in a</p> <p>17 writing?</p> <p>18 A I have to ask my accountant, but this is</p> <p>19 the standard procedure in Singapore for sole</p> <p>20 proprietorship.</p> <p>21 Q Okay.</p> <p>22 Is it the standard practice in Singapore</p> <p>23 for a sole proprietorship to have a writing</p> <p>24 transferring the copyrights upon dissolution of the</p> <p>25 sole proprietorship?</p>

20 (Pages 74 - 77)

<p style="text-align: right;">Page 78</p> <p>1 A For Singapore?</p> <p>2 Q Yes.</p> <p>3 MR. TOKE: Again, I don't -- this</p> <p>4 witness is not an expert on Singapore copyright law,</p> <p>5 so to the extent you're asking for a legal opinion, I</p> <p>6 object to the question.</p> <p>7 Q You can answer.</p> <p>8 A I only know that everything that Wave --</p> <p>9 as a sole proprietor, everything that Wave owned goes</p> <p>10 back to the owner automatically.</p> <p>11 Q Okay.</p> <p>12 And you believe that's pursuant to</p> <p>13 Singapore law?</p> <p>14 A That's what my accountant told me.</p> <p>15 Q Okay, okay.</p> <p>16 So -- so if you look again at the</p> <p>17 assignment, which is paragraph -- which is numbered</p> <p>18 eight, the different one, number eight is the</p> <p>19 different document where Wave-S assigns its interests</p> <p>20 in the copyrights and photographs which are in the</p> <p>21 annex, why was that prepared if everything reverts</p> <p>22 back to you?</p> <p>23 A Again, sir, I just submitted all</p> <p>24 documents. I don't know how this goes about. These</p> <p>25 are all the documents, all the entities, and how to</p>	<p style="text-align: right;">Page 80</p> <p>1 Okay.</p> <p>2 Is that this one, Exhibit 3?</p> <p>3 MR. TOKE: We're talking about which</p> <p>4 paragraph in -- in number --</p> <p>5 THE WITNESS: Number three.</p> <p>6 MR. SCHWARTZ: Paragraph three, out of</p> <p>7 document Number 7, says, Wave Pte., Ltd., upon its</p> <p>8 dissolution, the ownership of all copyrights was</p> <p>9 transferred to Ms. Lee.</p> <p>10 MR. TOKE: Uh-huh.</p> <p>11 Q So my question is, was that -- is your</p> <p>12 statement in exhibit -- in paragraph three of</p> <p>13 Exhibit 7, was that transfer of ownership of all</p> <p>14 copyrights documented in a writing someplace?</p> <p>15 A It's in the --</p> <p>16 Q It's in one of the exhibits we've given</p> <p>17 you already?</p> <p>18 A Number two.</p> <p>19 Q It's in number two. Okay.</p> <p>20 Hold on a second.</p> <p>21 Yes.</p> <p>22 Okay.</p> <p>23 And so this was dated August 1, 2008,</p> <p>24 correct?</p> <p>25 A Uh-huh.</p>
<p style="text-align: right;">Page 79</p> <p>1 go about doing this, I don't know.</p> <p>2 Q Okay. Okay.</p> <p>3 Do you have a recollection, as you sit</p> <p>4 here, of what actual copyrights were transferred in</p> <p>5 paragraph two from Wave-S to you individually?</p> <p>6 A It would be all the works that were done</p> <p>7 under Wave.</p> <p>8 Q So it's your belief that all photographs</p> <p>9 that Wave-S took were, upon its dissolution,</p> <p>10 transferred to you automatically?</p> <p>11 A Yes.</p> <p>12 Not just photographs; all designs, all</p> <p>13 creative works, all drawings.</p> <p>14 Q Okay.</p> <p>15 So -- okay.</p> <p>16 Let's look at paragraph three.</p> <p>17 Paragraph three says, Wave Private, Ltd.</p> <p>18 was a private limited company, and upon its</p> <p>19 dissolution the ownership of all copyrights was</p> <p>20 transferred to you.</p> <p>21 A Yes.</p> <p>22 Q Do you know -- can you recall, was that</p> <p>23 done in a writing?</p> <p>24 A Yes --</p> <p>25 Q Let me rephrase the question.</p>	<p style="text-align: right;">Page 81</p> <p>1 Yes.</p> <p>2 Q Yes.</p> <p>3 And then prior to that date, hold on a</p> <p>4 second -- hold on one second.</p> <p>5 So you just referred to the dissolution</p> <p>6 document, which is dated August 1, 2008, correct?</p> <p>7 A That's correct.</p> <p>8 Q And I'm saying, look at Exhibit 3, which</p> <p>9 is the transfer document from Wave Pte. to Wave</p> <p>10 Studio Pte., correct?</p> <p>11 A Correct.</p> <p>12 Q And so that's what you're referring to</p> <p>13 in paragraph three of Exhibit 7?</p> <p>14 A When you say "that," you mean Exhibit 3</p> <p>15 or Exhibit 2?</p> <p>16 Q Exhibit 3.</p> <p>17 A I was actually referring to this.</p> <p>18 Q Okay.</p> <p>19 Referring to Exhibit 2?</p> <p>20 A Yes.</p> <p>21 Q Okay.</p> <p>22 And Exhibit 3 occurred before Exhibit 2,</p> <p>23 correct?</p> <p>24 A Yes.</p> <p>25 Q So whatever Exhibit 3 didn't transfer,</p>

21 (Pages 78 - 81)

<p style="text-align: right;">Page 82</p> <p>1 you're saying, went to you in Exhibit 2, correct?</p> <p>2 A That's a requirement by the law.</p> <p>3 Q Yes.</p> <p>4 But it's clear -- let's just try to make</p> <p>5 this on the record.</p> <p>6 So Exhibit 3 is an assignment of</p> <p>7 copyright, and it assigns the works in the annex,</p> <p>8 right, which is part of the document?</p> <p>9 A Right.</p> <p>10 Q And that occurred before the transfer,</p> <p>11 as you say, by law, as of August 1?</p> <p>12 A Before striking off.</p> <p>13 Q Okay?</p> <p>14 A Yep.</p> <p>15 Q We've agreed.</p> <p>16 Okay. So then that takes care of</p> <p>17 paragraph three.</p> <p>18 So paragraph four in Exhibit 7 says,</p> <p>19 "The Wave Design Pte., Ltd. was a private limited</p> <p>20 company and upon its change of name all copyrights</p> <p>21 were transferred to The Wave Studio Pte., Ltd."</p> <p>22 Do you see that?</p> <p>23 A Yes.</p> <p>24 Q Paragraph four?</p> <p>25 A Yes.</p>	<p style="text-align: right;">Page 84</p> <p>1 Q You think that. Okay.</p> <p>2 And let me see about paragraph five for</p> <p>3 a second.</p> <p>4 Okay.</p> <p>5 So if you look at the signature lines on</p> <p>6 this page, you're signing on behalf of Wave-S,</p> <p>7 correct?</p> <p>8 A Yes.</p> <p>9 Q And Wave-S was dissolved?</p> <p>10 A Yes.</p> <p>11 Q Okay.</p> <p>12 Dissolved years earlier, correct?</p> <p>13 A Yes.</p> <p>14 MR. TOKE: Hold on, years earlier</p> <p>15 than --</p> <p>16 MR. SCHWARTZ: Than the date of this,</p> <p>17 which is January 7, 2013.</p> <p>18 Thanks.</p> <p>19 MR. TOKE: Okay.</p> <p>20 Q So, just to be clear, as your attorney</p> <p>21 pointed out, Wave-S was dissolved many years earlier</p> <p>22 than January 7, 2013?</p> <p>23 A Wave-S, yes.</p> <p>24 Q Okay.</p> <p>25 And Wave Pte., Ltd., that was also</p>
<p style="text-align: right;">Page 83</p> <p>1 Q Is there a document saying that The</p> <p>2 Wave -- Wave Design Pte., Ltd.'s ownership of all</p> <p>3 copyrights were transferred to The Wave Studio Pte.,</p> <p>4 Ltd.?</p> <p>5 A There should be. I'm not sure.</p> <p>6 Q So you think -- you think there is such</p> <p>7 a document?</p> <p>8 A Yes, because everything was done by my</p> <p>9 attorney.</p> <p>10 Q Okay.</p> <p>11 Okay.</p> <p>12 A My job was just recall which work was</p> <p>13 done by which company.</p> <p>14 Q Okay.</p> <p>15 So this declaration on Exhibit 7 is</p> <p>16 describing in paragraphs two, three and four what you</p> <p>17 think occurred, correct?</p> <p>18 A According to my attorney, this is what</p> <p>19 it is, and I said okay.</p> <p>20 Q Okay.</p> <p>21 So paragraph four, you think that</p> <p>22 there's a document that says all copyrights of Wave</p> <p>23 Design Pte., Ltd. were transferred to The Wave Studio</p> <p>24 Pte., Ltd.?</p> <p>25 A That's correct.</p>	<p style="text-align: right;">Page 85</p> <p>1 dissolved many years earlier than January 7, 2013,</p> <p>2 correct?</p> <p>3 A Correct.</p> <p>4 Q Okay.</p> <p>5 And The Wave Design Pte., Ltd. is a</p> <p>6 company whose name was changed to The Wave Studio</p> <p>7 Pte., Ltd.?</p> <p>8 A That's correct.</p> <p>9 Q And is there a document that shows that?</p> <p>10 A Yes. It is a requirement as well.</p> <p>11 Q Okay. I don't believe we've ever seen</p> <p>12 that.</p> <p>13 About when did that happen, do you know?</p> <p>14 A Sometime around 2007.</p> <p>15 Q Okay.</p> <p>16 A If I remember correctly.</p> <p>17 Q Okay.</p> <p>18 All right.</p> <p>19 So this Exhibit 7 is the document that</p> <p>20 you were referring to this morning that you said</p> <p>21 cleaned up all the --</p> <p>22 A That's what I've been told.</p> <p>23 Q Okay.</p> <p>24 So there's no other document that you're</p> <p>25 referring to, it's this one?</p>

<p style="text-align: right;">Page 86</p> <p>1 "This one" meaning Exhibit 7. 2 A I have to check with my attorney. 3 Q Okay. 4 Do you know of any other document 5 that -- never mind, we'll just leave that the way it 6 is. 7 MR. SCHWARTZ: Have we marked this one, 8 the Wave-S assignment -- yes. 9 Q You have Number 8, correct? 10 A Yes, that should be it. 11 Yes. 12 Q So there are a series of copyright 13 registrations in the name of Wave-S, and they're 14 all -- hold on a second -- all the registrations are 15 dated February 18, 2011. So I don't have to go 16 through all of these. 17 You understand that? 18 Let me take one second to try to speed 19 this up. Okay? Because otherwise I'm going to have 20 to go through each one of these individually. 21 So Wave-S is the claimant, the copyright 22 claimant, on registration VAU1-060-182, correct? 23 I'll just show you that. 24 We don't have to mark this, just take a 25 quick look at it.</p>	<p style="text-align: right;">Page 88</p> <p>1 MR. SCHWARTZ: Sure. 2 MR. VAN DUSEN: Are we using the 3 complaint or the amended complaint? 4 MR. SCHWARTZ: Amended complaint. 5 MR. VAN DUSEN: That's document seven, I 6 believe, right? 7 MS. REMORE: With the Court? 8 MR. VAN DUSEN: Yeah. 9 MS. REMORE: Yes. 10 MR. TOKE: Yeah, I think that's right. 11 MS. REMORE: Here are two copies, if we 12 want to just give her -- I don't know if Vijay wants 13 a copy too and I can copy yours? 14 MR. SCHWARTZ: Yeah. 15 MR. TOKE: That would be great. Thank 16 you. 17 Are we marking this? Or I don't think 18 we need to. 19 MR. SCHWARTZ: No, I just want to 20 refresh her recollection. 21 MR. TOKE: Yeah. 22 Q So just look at paragraph ten. 23 And were you or Wave-S or Wave Design or 24 one of your companies hired to -- to do photo shoots 25 for those hotels listed in paragraph ten?</p>
<p style="text-align: right;">Page 87</p> <p>1 A Yes. 2 Q Okay. 3 And the copyright application, the 4 certification is dated December 29, 2010, correct? 5 A Yes. 6 Q So the Wave-S was dissolved earlier, 7 correct? 8 A Yes. 9 Q And it's still claiming that it's the 10 copyright registrant, right, in 2010? 11 A My job is to identify which work is done 12 by which company. 13 MR. TOKE: Yeah, the document speaks for 14 itself. 15 MR. SCHWARTZ: Okay. I won't have to go 16 through all them. 17 We have done the assignment of 18 copyright, which is Exhibit A. 19 Okay, I think we can work with that. 20 Okay. 21 Q When you would be -- you would do work 22 for some of the hotels that are listed in the 23 complaint at paragraph ten? 24 MR. TOKE: If you're going to talk about 25 the complaint, can we get it in front of her?</p>	<p style="text-align: right;">Page 89</p> <p>1 A Wave, or all the entities, were hired to 2 produce marketing collaterals for all these hotels. 3 Q Okay. 4 A And photo shoots were images that we 5 required to produce the collaterals. 6 MR. SCHWARTZ: Can you read that back, 7 for a second? 8 (Whereupon, the requested portion is 9 read back by the reporter.) 10 Q When you say "Wave," you're not 11 including Wave, LLC, the New York company? 12 A No. 13 Q Okay, okay. 14 So was there one master contract between 15 you and GHM hiring you to prepare marketing 16 collaterals for these meetings? 17 A There isn't. 18 Q There is not? 19 A No. 20 Q So -- 21 A You're referring to master contract. 22 Q But there is no master contract? 23 A Nope. 24 Q So would you consider the work you did 25 for each hotel as a specific project or a specific</p>

23 (Pages 86 - 89)

<p style="text-align: right;">Page 90</p> <p>1 job?</p> <p>2 A It was supposed to be like that, until</p> <p>3 Mr. Ohletz, the then vice-president, told everyone</p> <p>4 nothing gets printed without Junior Lee's approval.</p> <p>5 Q What was the name of that gentleman?</p> <p>6 A Mr. Ralph Ohletz.</p> <p>7 Q Okay.</p> <p>8 How do you spell his last name?</p> <p>9 A O -- Ohletz.</p> <p>10 O-H-L-E-T-Z.</p> <p>11 Q Okay.</p> <p>12 MR. SCHWARTZ: Could you just read that</p> <p>13 back a second?</p> <p>14 (Whereupon, the requested portion is</p> <p>15 read back by the reporter.)</p> <p>16 Q So let's just skip that a second.</p> <p>17 Do you know what date that occurred on,</p> <p>18 that statement that you were just talking about?</p> <p>19 A Sorry, sir.</p> <p>20 Q What year?</p> <p>21 A No.</p> <p>22 Q You don't know.</p> <p>23 So would it be the case that you would</p> <p>24 get an assignment, for example, for The Chedi Milan?</p> <p>25 A Uh-huh.</p>	<p style="text-align: right;">Page 92</p> <p>1 Q So the general manager of the hotel?</p> <p>2 A Yes.</p> <p>3 Q So -- I'm sorry, I think I interrupted</p> <p>4 you.</p> <p>5 So one of those gentleman would call you</p> <p>6 up?</p> <p>7 A Yes.</p> <p>8 Q And they would say, "We want you to do a</p> <p>9 job," something like that?</p> <p>10 MR. TOKE: Hold on. You said they would</p> <p>11 call you up?</p> <p>12 A E-mail or call.</p> <p>13 Q They would contact you?</p> <p>14 A Yeah, contact.</p> <p>15 Q Somebody would contact you either from</p> <p>16 the hotel itself or from GHM would contact you,</p> <p>17 correct?</p> <p>18 A Yes.</p> <p>19 Q Okay.</p> <p>20 And after you were contacted, what would</p> <p>21 you do?</p> <p>22 A I need to ask what marketing collaterals</p> <p>23 they need.</p> <p>24 Q Okay.</p> <p>25 And you would do that by E-mail -- why</p>
<p style="text-align: right;">Page 91</p> <p>1 Q That would be yes?</p> <p>2 A Would I be the case --</p> <p>3 Q Upon occasion, you would get hired to</p> <p>4 prepare marketing collaterals for The Chedi Milan?</p> <p>5 A Marketing collaterals, yes.</p> <p>6 Q And can you recall a specific instance</p> <p>7 where that happened with The Chedi Milan?</p> <p>8 A I'm sorry, sir, I cannot remember dates.</p> <p>9 Q No, no, no. I meant just in general,</p> <p>10 not the date for The Chedi Milan, but how did it</p> <p>11 occur that you would get to do a job for The Chedi</p> <p>12 Milan? Who would call you up?</p> <p>13 A Vaguely, either Ralph, or Mr. Larry Van</p> <p>14 Ooyen.</p> <p>15 Q And is that a gentleman from The Chedi</p> <p>16 Milan itself?</p> <p>17 A He was a special project manager for</p> <p>18 GHM.</p> <p>19 Q Okay.</p> <p>20 A And the general manager.</p> <p>21 I can't remember his name.</p> <p>22 Q The general manager of the hotel?</p> <p>23 A Yes.</p> <p>24 Q Okay, so his name isn't important.</p> <p>25 A Yes.</p>	<p style="text-align: right;">Page 93</p> <p>1 don't you explain to me, in general, how the process</p> <p>2 would work where you would be hired and provide</p> <p>3 marketing collaterals.</p> <p>4 MR. TOKE: And you're speaking now just</p> <p>5 in general, not just --</p> <p>6 MR. SCHWARTZ: In general.</p> <p>7 A I worked closely with Ralph Ohletz, so</p> <p>8 I'll just use Mr. Ohletz.</p> <p>9 Mr. Ohletz contact me and say, "We need</p> <p>10 marketing collaterals," for whichever hotel.</p> <p>11 I say, "Okay. Can you send me</p> <p>12 materials," because I don't know these hotels.</p> <p>13 So he would send me materials and ask me</p> <p>14 what -- what do I think.</p> <p>15 This would be for hotels that are</p> <p>16 already built, not hotels that are still under</p> <p>17 construction.</p> <p>18 So looking at it, he would ask me, what</p> <p>19 do I think.</p> <p>20 I would say, "It's not good enough."</p> <p>21 He said, "Then do whatever it takes to</p> <p>22 make good collaterals."</p> <p>23 He said, "What do you need?"</p> <p>24 I said, "I need better quality images."</p> <p>25 He say, "Then go do your images. I need</p>

24 (Pages 90 - 93)

<p style="text-align: right;">Page 94</p> <p>1 good brochures. I need good marketing collaterals. 2 We need to sell, sell, sell." 3 I say, "Okay." 4 Q Okay. 5 And then would -- would you send a 6 single document that's called a contract to the 7 hotel? 8 A To established -- I mean, already built, 9 previously, I didn't know who owns what, so I would 10 send to GHM, and then they would ask me to send to 11 the hotel, but eventually it became a standard 12 practice. 13 If it's a hotel, you have to send it to 14 the hotel. 15 Q And the "it," are you referring to a 16 document that your companies generally referred to as 17 an estimate? 18 A Yes, estimate, quotation. 19 Q So for each of the individual projects, 20 was there a single document that you would refer to 21 as a contract? 22 A My estimates. 23 Q Okay. 24 I don't mean to confuse you in the legal 25 sense, I just want to make sure that we understand</p>	<p style="text-align: right;">Page 96</p> <p>1 This will be 9. 2 (Whereupon Document Bates-stamped 3 TWSO200283 is received and marked as Exhibit 9 for 4 identification.) 5 Q Okay. 6 So Exhibit 9 is two pages? 7 A Yes. 8 Q Okay. 9 So could you describe what this is? 10 A These are production estimates. 11 Q And what company was this one from? 12 A The Wave Design Private, Limited. 13 Q Okay. 14 Were all of the production estimates on 15 the same form for Wave-S and the other Wave 16 companies? 17 A After 2004, yes. 18 Q Okay. 19 So would you agree that you reserved all 20 the rights to the work that you created? Do you 21 agree with that? 22 A Yes. 23 Q And you agree that's an important thing 24 to communicate to the hotel or to GHM? 25 A Yes.</p>
<p style="text-align: right;">Page 95</p> <p>1 each other. 2 There were a series of documents that 3 would go back and forth between you and GHM and the 4 hotels itself, is that right? 5 MR. TOKE: Misstates the testimony. 6 MR. SCHWARTZ: I didn't say it was the 7 testimony. I'm asking her directly. I'm not 8 misstating the testimony. 9 MR. TOKE: She's already testified about 10 the process. 11 MR. SCHWARTZ: Can you read back the 12 question? 13 If you don't understand it, just tell 14 me, but it was a pretty simple question. 15 (Whereupon, the requested portion is 16 read back by the reporter.) 17 MR. TOKE: I think it's vague and 18 ambiguous as to the word "documents." Are you 19 talking about contracts or -- she's talking about -- 20 MR. SCHWARTZ: Okay. No speaking 21 objections. 22 I'll withdraw the question. I'll start 23 all over again. 24 Okay? 25 So why don't we mark this.</p>	<p style="text-align: right;">Page 97</p> <p>1 And I did communicate. 2 Q Okay. 3 And in what way did you communicate 4 that? 5 A I said, "Ralph, all this are Wave's 6 work." 7 I'm not referring to just photographs, 8 all of them. 9 Q Okay. 10 And was that one specific conversation 11 you had? 12 A No, one or two. 13 And then he said, "Yeah, yeah." 14 Q Okay. 15 A "Yeah, yeah, they are your images. 16 Now" -- and he said this, "Now that you got all these 17 beautiful images, you should make a hardcover coffee 18 book for us." 19 Q Okay. 20 And about when was that? 21 A I'm sorry, I don't remember years. 22 Q Okay. 23 Did you ever make a coffee book? 24 A No, because I told him this, "Ralph, who 25 is paying for the production? Do you know how much</p>

25 (Pages 94 - 97)

<p style="text-align: right;">Page 98</p> <p>1 printing is, let alone color separation?"</p> <p>2 He said, "You are."</p> <p>3 I said, "Where am I going to find the</p> <p>4 money to print? If you want, we can do the design,</p> <p>5 we can do the art work, but please, I don't have the</p> <p>6 money to print hardcover coffee table book."</p> <p>7 Q Okay. Let's go back to taking about</p> <p>8 ownership of rights. Okay?</p> <p>9 So when you made the production</p> <p>10 estimate, what did you believe the results of your</p> <p>11 work would be used for?</p> <p>12 A For the marketing collaterals. I mean,</p> <p>13 all these images were only created for one sole</p> <p>14 purpose, because Wave was only supposed to deliver</p> <p>15 collateral -- collaterals.</p> <p>16 This is just part of the services.</p> <p>17 Like, for example, copyrighting is also another</p> <p>18 service.</p> <p>19 Q Copyrighting; you mean writing copy?</p> <p>20 A Whatever it takes, the ingredients to</p> <p>21 produce the final result of what is ordered, that</p> <p>22 would be the collateral, the flier, whatever it may</p> <p>23 be.</p> <p>24 It goes back to, if you ask the</p> <p>25 photographer, "Take my wedding picture," okay, at the</p>	<p style="text-align: right;">Page 100</p> <p>1 Q Well, photographs.</p> <p>2 MR. TOKE: Asked and answered.</p> <p>3 A I already answered that.</p> <p>4 I mean, if the marketing collateral</p> <p>5 requires drawing, then we will have the object drawn,</p> <p>6 and in order to produce, say, the final paper</p> <p>7 carrier, we do paper carriers, we do packaging, and</p> <p>8 if I don't think an image will work for a paper</p> <p>9 carrier, a drawing would, then we will -- we will</p> <p>10 have the drawing done.</p> <p>11 Q But I'm not understanding this. Are --</p> <p>12 included in your production estimates are costs for</p> <p>13 photography. Are we fighting about that, that you</p> <p>14 estimated the cost for photography?</p> <p>15 A I also estimated the cost of</p> <p>16 copyrighting.</p> <p>17 Q But that wasn't my question.</p> <p>18 Listen to the question.</p> <p>19 MR. TOKE: You're getting argumentative</p> <p>20 with her.</p> <p>21 MR. SCHWARTZ: Okay. I'm rephrasing the</p> <p>22 question.</p> <p>23 A This is a service.</p> <p>24 Q Is there some difficulty in</p> <p>25 acknowledging -- in your acknowledging that one of</p>
<p style="text-align: right;">Page 99</p> <p>1 end of the result, you get a photo album. At the end</p> <p>2 of the result to the order that we've got is actually</p> <p>3 the collaterals, be it a brochure, be it a press kit,</p> <p>4 be it a flier or a take-one.</p> <p>5 Q Okay.</p> <p>6 So you knew that you were being hired to</p> <p>7 create what, in your mind, was called collateral</p> <p>8 materials?</p> <p>9 A Marketing collaterals, yes.</p> <p>10 Q Okay.</p> <p>11 And that included photographs?</p> <p>12 A Amongst many things.</p> <p>13 MR. TOKE: Hold on.</p> <p>14 Misstates the testimony. That's not</p> <p>15 what she said.</p> <p>16 MR. SCHWARTZ: You know what? I didn't</p> <p>17 say that's what she said. I'm allowed to ask</p> <p>18 questions. They're going forward. I didn't say,</p> <p>19 "Did you say that?"</p> <p>20 MR. TOKE: I understand that.</p> <p>21 MR. SCHWARTZ: Okay.</p> <p>22 Your objection is noted, that's fine.</p> <p>23 Q So your estimate included payment for</p> <p>24 services including taking photographs, right?</p> <p>25 A Services, yes.</p>	<p style="text-align: right;">Page 101</p> <p>1 the things you estimated was the cost of photography?</p> <p>2 A As a service, yes.</p> <p>3 Q Well, as a service, as opposed to what?</p> <p>4 A This is --</p> <p>5 MR. TOKE: Again, asked and answered.</p> <p>6 She's already explained this.</p> <p>7 A I have tried to answer you many times,</p> <p>8 sir.</p> <p>9 The order -- the client ordered</p> <p>10 collaterals. Whatever it takes to produce the</p> <p>11 collaterals. In this instance, if it's brochures,</p> <p>12 then I need images. In other instances, it's a</p> <p>13 drawing, which we have also done, then it will be a</p> <p>14 drawing. It will be a separate charge for that</p> <p>15 service.</p> <p>16 Q Right.</p> <p>17 A Yes.</p> <p>18 Q So, again, I'm confused because --</p> <p>19 A I'm confused too.</p> <p>20 Q Okay. So maybe we're both confused, and</p> <p>21 if it's my fault, I apologize, but I was simply</p> <p>22 trying to say that you estimate the cost of</p> <p>23 photography, correct?</p> <p>24 A As a service to produce the marketing</p> <p>25 collaterals.</p>

26 (Pages 98 - 101)

<p style="text-align: right;">Page 102</p> <p>1 Q Are you saying as a service as opposed</p> <p>2 to ownership, is that what you mean?</p> <p>3 A I don't know where you're getting that.</p> <p>4 Q You keep saying "as a service," and I</p> <p>5 don't understand what you're trying to tell me by</p> <p>6 that.</p> <p>7 A In order to produce the collaterals -- I</p> <p>8 cannot have every page blank, so if I'm supposed to</p> <p>9 produce a collateral, what are the ingredients that I</p> <p>10 need? The ingredient would be copyrighting. The</p> <p>11 ingredient would be images. The ingredient would be</p> <p>12 drawing of the location, the map.</p> <p>13 This is one of the ingredients in order</p> <p>14 to make the final product to be delivered.</p> <p>15 Q Okay, fine. Okay.</p> <p>16 So did you ever have a specific</p> <p>17 discussion with Ralph about using your photographs on</p> <p>18 GHM's website?</p> <p>19 MR. TOKE: Vague and ambiguous.</p> <p>20 What do you mean, "using"?</p> <p>21 MR. SCHWARTZ: You can object. You</p> <p>22 can't make a speaking objection.</p> <p>23 MR. TOKE: That's fine. I'm just</p> <p>24 asking. I said vague and ambiguous as to --</p> <p>25 MR. SCHWARTZ: Okay.</p>	<p style="text-align: right;">Page 104</p> <p>1 year, was it before 2005 or after 2005, if you can</p> <p>2 remember?</p> <p>3 A I don't.</p> <p>4 Q Okay.</p> <p>5 So you knew, at some point, that</p> <p>6 photographs that you had taken were being used on the</p> <p>7 GHM website?</p> <p>8 A The one Wave created or --</p> <p>9 Q Well, I don't know. You tell me.</p> <p>10 A I only -- Wave only created one website.</p> <p>11 Q Well, describe the website that you</p> <p>12 created for GHM.</p> <p>13 A Corporate color. Black --</p> <p>14 Q No, no, no, no. I mean, who had access</p> <p>15 to that website? Was it open to the public?</p> <p>16 A Yes.</p> <p>17 Q Okay.</p> <p>18 So if someone from the public wanted to</p> <p>19 look at hotels that were managed by GHM, they could</p> <p>20 go to the GHM website and see photographs that you</p> <p>21 took?</p> <p>22 A Yes.</p> <p>23 Q And was that during the whole time that</p> <p>24 you were doing work with GHM?</p> <p>25 A Yes.</p>
<p style="text-align: right;">Page 103</p> <p>1 A I didn't need to ask him because Wave</p> <p>2 created the first GHM website.</p> <p>3 Q So the answer to my question is, you</p> <p>4 never had a conversation with Ralph about using</p> <p>5 Wave's photographs on GHM's website?</p> <p>6 A For the first website, it's not</p> <p>7 necessary.</p> <p>8 Q I'm sorry. It's not necessary to have</p> <p>9 the conversation with him?</p> <p>10 A He said, "Do the website."</p> <p>11 I said, "Okay. I have the ingredients,</p> <p>12 I do the website."</p> <p>13 Q And was that website that's available to</p> <p>14 the general public?</p> <p>15 A Yes.</p> <p>16 Q Okay.</p> <p>17 So -- and when did this conversation</p> <p>18 take place?</p> <p>19 A I have to look back when the first GHM</p> <p>20 website was created because Wave created that.</p> <p>21 Q Okay.</p> <p>22 Approximately when?</p> <p>23 A I'm sorry, sir, I cannot remember dates.</p> <p>24 Q Okay.</p> <p>25 Was it -- not specifically, but within a</p>	<p style="text-align: right;">Page 105</p> <p>1 Q Okay.</p> <p>2 And you didn't have any objection to</p> <p>3 that at that time, correct?</p> <p>4 A Because the creation of the website,</p> <p>5 that's the end result, okay, users, with pictures.</p> <p>6 Q Right.</p> <p>7 A Why would I have objection to the</p> <p>8 business?</p> <p>9 I mean, website designing is also</p> <p>10 another --</p> <p>11 Q -- business of The Wave companies, is</p> <p>12 that fair to say?</p> <p>13 A Yes.</p> <p>14 Q Okay.</p> <p>15 So were at least some of the pictures</p> <p>16 that were on the GHM website the pictures that were</p> <p>17 registered for copyright in the U.S.?</p> <p>18 A I mean, the first website?</p> <p>19 Q Yes.</p> <p>20 A Yes.</p> <p>21 Q Are you -- as part of this lawsuit, any</p> <p>22 of the photographs that were on the GHM website --</p> <p>23 let me rephrase that question.</p> <p>24 Are you claiming that GHM infringed any</p> <p>25 rights belonging to any of your companies by virtue</p>

27 (Pages 102 - 105)

<p style="text-align: right;">Page 106</p> <p>1 of having those pictures up on their website?</p> <p>2 A Yes, because it's a different website.</p> <p>3 Q Which website are you claiming</p> <p>4 infringed?</p> <p>5 A The GHM website that you're seeing now</p> <p>6 is not the one that I created.</p> <p>7 Q And when did you know there was a change</p> <p>8 in websites?</p> <p>9 A I don't know.</p> <p>10 2002, thereabouts.</p> <p>11 Q 2002?</p> <p>12 A Yeah, thereabouts.</p> <p>13 Q Okay.</p> <p>14 So let me see if I understand.</p> <p>15 You have to realize I don't know what</p> <p>16 you know, so that's why I'm asking these questions.</p> <p>17 A And I'm trying to understand your</p> <p>18 question.</p> <p>19 Q Okay. That's why I don't want you to</p> <p>20 get frustrated with me.</p> <p>21 So you created a website for GHM prior</p> <p>22 to, approximately, 2002 that contained pictures that</p> <p>23 you created and were paid for, correct?</p> <p>24 MR. TOKE: Objection.</p> <p>25 MR. SCHWARTZ: It's noted.</p>	<p style="text-align: right;">Page 108</p> <p>1 think I send no less than three sets of true copies</p> <p>2 of unpaid bills. And the final answer I got from</p> <p>3 GHM, the finance director said, "We joined prior to</p> <p>4 all these things that had happened." To put it</p> <p>5 bluntly, "There's nothing we can do to help you."</p> <p>6 Q Okay.</p> <p>7 Can you repeat my question, please?</p> <p>8 (Whereupon, the requested portion is</p> <p>9 read back by the reporter.)</p> <p>10 Q Okay, so I'll repeat my question.</p> <p>11 Did you hear the question?</p> <p>12 A Yes, sir.</p> <p>13 Q And so the answer is, no, you didn't</p> <p>14 notify them that you objected to the use of your</p> <p>15 photographs, or photographs of your companies, that</p> <p>16 you saw on their website after 2002, correct?</p> <p>17 A That's correct, I did not notify them.</p> <p>18 Q Okay.</p> <p>19 And were there photographs that you or</p> <p>20 your companies had taken that you knew were on</p> <p>21 websites of the hotels prior to 2011?</p> <p>22 MR. TOKE: Hold on. Read back the</p> <p>23 question, please.</p> <p>24 (Whereupon, the requested portion is</p> <p>25 read back by the reporter.)</p>
<p style="text-align: right;">Page 107</p> <p>1 Q You can answer.</p> <p>2 A You asked -- well, if the client said,</p> <p>3 "I want a website," then, okay, this is the estimate</p> <p>4 for the website, and yes, the end result -- whatever</p> <p>5 ingredients to put in, the end result, that would be</p> <p>6 the website, and you have to pay for the creation of</p> <p>7 that website.</p> <p>8 Q Okay.</p> <p>9 So you're saying that GHM had a</p> <p>10 different website after 2002 that you didn't create,</p> <p>11 correct?</p> <p>12 A Yes.</p> <p>13 Q And it was using some of the same</p> <p>14 photographs?</p> <p>15 A Yes.</p> <p>16 Q That you had created, correct?</p> <p>17 A Yes.</p> <p>18 Q So did you notify GHM in 2002 that you</p> <p>19 objected to their use of your photographs on a</p> <p>20 website that -- on a website that you didn't create?</p> <p>21 A I'm sorry, sir, it's actually quite</p> <p>22 pointless to notify GHM. I notified them for many,</p> <p>23 many years of unpaid bills, and the final -- the</p> <p>24 final E-mail for unpaid bills that I got, I kept</p> <p>25 asking -- they kept asking me to send true copies. I</p>	<p style="text-align: right;">Page 109</p> <p>1 A No, I did not.</p> <p>2 Q Okay.</p> <p>3 Have you seen any of your -- of the</p> <p>4 photographs that were registered for copyright in the</p> <p>5 United States in 2011, had you seen those photographs</p> <p>6 on any websites prior to 2011?</p> <p>7 A No.</p> <p>8 Q No?</p> <p>9 A No, because I was very busy being yanked</p> <p>10 to court by GHM for unpaid bills. I didn't have any</p> <p>11 time.</p> <p>12 Q So you had no time to look up on the</p> <p>13 websites because you were being brought to court by</p> <p>14 GHM, is that what you're saying?</p> <p>15 A Well, I sued them for unpaid bills, as</p> <p>16 you know.</p> <p>17 Q Yep.</p> <p>18 A And as a Plaintiff, I found out that all</p> <p>19 the burden of proof, it was on me, so I have to find</p> <p>20 all the documents, put them together.</p> <p>21 Q So it seems that you have a certain kind</p> <p>22 of upset or bitterness about the unpaid bills with</p> <p>23 GHM, is that fair to say?</p> <p>24 A Bitterness, no. I just want some kind</p> <p>25 of fairness. I mean, I paid everybody. I paid for</p>

28 (Pages 106 - 109)

<p style="text-align: right;">Page 110</p> <p>1 printing.</p> <p>2 In short, in short, I had to pay to work</p> <p>3 for GHM.</p> <p>4 Q Okay.</p> <p>5 A Okay.</p> <p>6 Q And is your feeling of nnfairness a</p> <p>7 reason why you're suing GHM here today?</p> <p>8 MR. TOKE: Objection, argumentative.</p> <p>9 A No, I'm trying to protect Wave's right.</p> <p>10 Q Okay.</p> <p>11 All right.</p> <p>12 So, at least iu 2002, you knew that some</p> <p>13 of Wave's photographs were being used on GHM's</p> <p>14 website that you didn't prepare, right?</p> <p>15 A That's correct.</p> <p>16 Q And you never notified GHM that you</p> <p>17 objected to that, correct?</p> <p>18 MR. TOKE: Asked and answered.</p> <p>19 A I already answered.</p> <p>20 Q You can answer it again.</p> <p>21 A What was the question again?</p> <p>22 MR. SCHWARTZ: Can you read it back?</p> <p>23 (Whereupon, the requested portion is</p> <p>24 read back by the reporter.)</p> <p>25 A I did not notify them, yes, correct.</p>	<p style="text-align: right;">Page 112</p> <p>1 And did you take photographs that were</p> <p>2 used in its website?</p> <p>3 A Yes.</p> <p>4 Q And were you paid for that?</p> <p>5 A Paid for the website, yes.</p> <p>6 Q Okay.</p> <p>7 So -- and about what year was that,</p> <p>8 about?</p> <p>9 A I'm sorry.</p> <p>10 Q Well, look at Exhibit 9.</p> <p>11 Actually, she points outs that Exhibit 9</p> <p>12 is dated July 2005.</p> <p>13 A This is not the website creation.</p> <p>14 Q I know, but was this before or after?</p> <p>15 A I'm sorry, sir.</p> <p>16 Q You don't know. Okay.</p> <p>17 A Because we have gone back to the Setai,</p> <p>18 like, three, four times.</p> <p>19 Q Okay.</p> <p>20 But you knew, certainly in 2002, and</p> <p>21 when -- let me rephrase that.</p> <p>22 You certainly knew in 2002 with respect</p> <p>23 to GHM?</p> <p>24 A 2002?</p> <p>25 2002?</p>
<p style="text-align: right;">Page 111</p> <p>1 Q Okay.</p> <p>2 And did you -- when you saw that your</p> <p>3 photographs were being used on a website that you</p> <p>4 didn't prepare, or create, for GHM, did you believe</p> <p>5 that it violated the rights that you or your</p> <p>6 companies had?</p> <p>7 A Yes.</p> <p>8 Q Okay.</p> <p>9 Did you tell GHM that?</p> <p>10 A How am I supposed to tell?</p> <p>11 Q So the answer is no, you didn't?</p> <p>12 A Yes, I did not.</p> <p>13 Q Okay.</p> <p>14 A They did not notify me before stealing</p> <p>15 my things.</p> <p>16 Q Okay.</p> <p>17 And, at any time, did you ever visit --</p> <p>18 did you ever prepare photographs -- did you or your</p> <p>19 companies ever get an assignment to create the</p> <p>20 website for the hotels?</p> <p>21 A Yes. The Setai.</p> <p>22 Q Okay.</p> <p>23 The one in Florida?</p> <p>24 A Yes.</p> <p>25 Q Okay.</p>	<p style="text-align: right;">Page 113</p> <p>1 Q Right, 2002.</p> <p>2 Okay. This may help you with the dates.</p> <p>3 MR. SCHWARTZ: Why don't we mark this as</p> <p>4 Exhibit 10.</p> <p>5 (Whereupon Document Bates-stamped</p> <p>6 TWS0199686 and 87 is received and marked as Exhibit</p> <p>7 10 for identification.)</p> <p>8 Q Okay.</p> <p>9 You see Exhibit 10?</p> <p>10 A Yes.</p> <p>11 Q And that is an estimate for the Setai</p> <p>12 website creation?</p> <p>13 A Yes.</p> <p>14 Q That's dated October 3, 2005?</p> <p>15 A Yes.</p> <p>16 Q Okay.</p> <p>17 So does that help you refresh your</p> <p>18 recollection that you were creating or were</p> <p>19 retained -- or you estimated the creation of the</p> <p>20 Setai website in 2005?</p> <p>21 A Yes, this helps.</p> <p>22 Q Okay.</p> <p>23 Okay.</p> <p>24 So were your photographs used on the</p> <p>25 Setai website?</p>

<p style="text-align: right;">Page 114</p> <p>1 A Yes.</p> <p>2 Q Okay.</p> <p>3 And, in 2005, did you look at any other</p> <p>4 hotel websites to see what they looked like to form a</p> <p>5 basis of artistic comparison?</p> <p>6 MR. TOKE: Hold on.</p> <p>7 What year was that?</p> <p>8 MR. SCHWARTZ: 2005, the same time as</p> <p>9 this.</p> <p>10 A Is your question did I look at other</p> <p>11 people's websites?</p> <p>12 Q Yes.</p> <p>13 A Generally, I don't like to do that.</p> <p>14 Q Okay.</p> <p>15 Just for your own information, at any</p> <p>16 time up to 2010, did you ever look at the websites of</p> <p>17 the hotels that are listed in the complaint in</p> <p>18 paragraph ten?</p> <p>19 A Prior to when?</p> <p>20 Sorry.</p> <p>21 Q 2011.</p> <p>22 A No.</p> <p>23 Q Why not?</p> <p>24 A Sir, I was very, very tired. In fact, I</p> <p>25 was planning to relocate to the U.S.</p>	<p style="text-align: right;">Page 116</p> <p>1 Q Did you ever tell any of the hotel</p> <p>2 managers that they could not use photographs that you</p> <p>3 took on their websites?</p> <p>4 A It is stated very clearly on my</p> <p>5 estimates, and Ralph already told them, "Nothing gets</p> <p>6 printed without Junior Lee's approval."</p> <p>7 Everyone was supposed to send whatever</p> <p>8 they want to do to me.</p> <p>9 Q Look at Exhibit 9.</p> <p>10 That's one of your production estimates,</p> <p>11 right?</p> <p>12 A Yes.</p> <p>13 Q Okay.</p> <p>14 Where is it stated very clearly that</p> <p>15 they can't use your photographs on a website?</p> <p>16 A "We reserve the intellectual property</p> <p>17 copyright to all designs, soft copies, material,</p> <p>18 photographs, projects undertaken."</p> <p>19 Q And that's what you're relying on saying</p> <p>20 that they can't use it on their websites?</p> <p>21 A Yes.</p> <p>22 Q On their websites.</p> <p>23 A And I would think Ralph would have told</p> <p>24 everyone because that is the reason why he told</p> <p>25 everyone, "Nothing gets printed, done, without Junior</p>
<p style="text-align: right;">Page 115</p> <p>1 Q So is that -- is being too tired the</p> <p>2 reason you wouldn't look at somebody's website?</p> <p>3 MR. TOKE: Objection, argumentative.</p> <p>4 A I'm sorry, sir, I actually declined</p> <p>5 jobs.</p> <p>6 Q Right.</p> <p>7 A Hotel jobs. I didn't even want to look</p> <p>8 at hotels. I'm just very, very tired.</p> <p>9 Q At that time?</p> <p>10 A Prior to 2011?</p> <p>11 Q Yes.</p> <p>12 A Yes, because the unpaid bills case</p> <p>13 didn't even get settled until February -- somewhere</p> <p>14 around February 2012.</p> <p>15 Q Okay.</p> <p>16 And what's the connection between the</p> <p>17 lawsuit and your looking at somebody else's website?</p> <p>18 A It requires me to use my eyes.</p> <p>19 Q Okay.</p> <p>20 A I'm already reading so many E-mails and</p> <p>21 whatever they are asking from me.</p> <p>22 Q Okay.</p> <p>23 Did you ever tell any of the hotel</p> <p>24 managers --</p> <p>25 A About?</p>	<p style="text-align: right;">Page 117</p> <p>1 Lee's approval."</p> <p>2 Q Okay.</p> <p>3 Is that expression by Ralph the reason</p> <p>4 why you believe each of the hotels does not have the</p> <p>5 right to put your photographs on their websites?</p> <p>6 A That, and as well as numerous E-mails</p> <p>7 where GHM acknowledges that those are Wave's</p> <p>8 photographs. In fact, I was asked to identify on --</p> <p>9 first it was T8. I was asked to identify which are</p> <p>10 Wave's photographs, which I did. And then the next</p> <p>11 one was The Setai Club. I was asked again to</p> <p>12 identify Wave's photographs, and I did. And the</p> <p>13 director of GHM then, Mr. Kendall Oei, told me on</p> <p>14 E-mail, "Wave may need to file an IP violation suit</p> <p>15 against The Setai Club, but that is something that we</p> <p>16 keep up our sleeves," something like that, "and it</p> <p>17 will produce a lot of money for you."</p> <p>18 That was in 2006.</p> <p>19 And then he said something like, "Well,</p> <p>20 keep me updated," or something.</p> <p>21 When I didn't hear from him, I was</p> <p>22 actually quite happy. Whatever -- I don't know what</p> <p>23 happened between any of the hotels and GHM, and when</p> <p>24 he did not revert after that E-mail, I'm actually</p> <p>25 quite happy because I thought they -- whatever</p>

<p style="text-align: right;">Page 118</p> <p>1 differences, they had settled it amicably.</p> <p>2 Okay?</p> <p>3 And also -- and also, I found printed</p> <p>4 magazines, printed by GHM, where they gave Lee Kar</p> <p>5 Yin the photo credit in there.</p> <p>6 Q Okay.</p> <p>7 So just referring to the T8 circumstance</p> <p>8 for a second, was -- and correct me if I'm wrong --</p> <p>9 was that a circumstance where GHM asked you if you</p> <p>10 could -- GHM asked you who owned the copyrights?</p> <p>11 Did you have anything in writing?</p> <p>12 Isn't that something they asked you</p> <p>13 then?</p> <p>14 A No, that's not what -- that's not what I</p> <p>15 said, and that's not what it says on the E-mail.</p> <p>16 What it says on the E-mail was, "Dear Junior: Please</p> <p>17 identify which picture belongs to The Wave," and I</p> <p>18 had to go through and identify them.</p> <p>19 Q And wasn't that the circumstance where</p> <p>20 they asked if you had anything in writing with any of</p> <p>21 your photographers?</p> <p>22 A Yes.</p> <p>23 Q Okay.</p> <p>24 And what -- and what did you tell them</p> <p>25 after they asked you did you have anything in writing</p>	<p style="text-align: right;">Page 120</p> <p>1 under that agreement, who owned the copyrights -- if</p> <p>2 Masano took a photograph for you, who owned the</p> <p>3 copyright?</p> <p>4 A Wave does. Masano was just a cameraman.</p> <p>5 Q Okay.</p> <p>6 MR. SCHWARTZ: Let's make copies of this</p> <p>7 and we'll show you that, and we'll take a short break</p> <p>8 because we're meandering a bit.</p> <p>9 Q Okay.</p> <p>10 Just before we jump ahead, just again</p> <p>11 looking at Exhibit 9, which is your production</p> <p>12 estimate for the Setai, do you see that?</p> <p>13 A Yes.</p> <p>14 Q So we were looking at the last line at</p> <p>15 the bottom there where it says, "We reserve the</p> <p>16 intellectual property copyright."</p> <p>17 Right?</p> <p>18 A Yes.</p> <p>19 Q And in any other document that you have</p> <p>20 that you send to either GHM for the hotel, is there</p> <p>21 anything in writing that you know of that says, in</p> <p>22 the specific words, that your photographs cannot be</p> <p>23 used on their websites?</p> <p>24 A The answer is no, because I would think</p> <p>25 that Wave is made very clear on my estimates, and</p>
<p style="text-align: right;">Page 119</p> <p>1 with your photographers?</p> <p>2 A That was before or after?</p> <p>3 Q Before.</p> <p>4 A Before T8?</p> <p>5 Q Well, you tell me the circumstance where</p> <p>6 it came about where someone from GHM asked you if you</p> <p>7 had anything in writing with your photographers.</p> <p>8 A That would be before T8.</p> <p>9 Q Okay.</p> <p>10 What was that circumstance?</p> <p>11 A They asked if there's any agreement, and</p> <p>12 I said, at that point in time, not yet, but we had --</p> <p>13 we had verbal agreement. I know it's not good</p> <p>14 enough. I'll get an agreement done. And when an</p> <p>15 agreement was done, I E-mailed it to Mr. Kendall Oei.</p> <p>16 And note that agreement was in 2005, when under The</p> <p>17 Wave Private, Limited, the following year, 2006, I</p> <p>18 changed the name to The Wave Design Private, Limited,</p> <p>19 and there was an updated agreement.</p> <p>20 Q Okay.</p> <p>21 And that's an agreement with Masano?</p> <p>22 A Masano Kawana.</p> <p>23 Q And his company, actually, right?</p> <p>24 A Irieeyes.</p> <p>25 Q I just want to see if you can recall,</p>	<p style="text-align: right;">Page 121</p> <p>1 Ralph also say that, and Mr. Kendall Oei also say</p> <p>2 that to T8.</p> <p>3 Q Okay.</p> <p>4 So let's just stick with this for one</p> <p>5 last second.</p> <p>6 On Exhibit 9, you think that the last</p> <p>7 line that says, "We reserve the intellectual property</p> <p>8 copyright to all designs," is clear, in your mind, in</p> <p>9 that it does not grant the right to the hotels or GHM</p> <p>10 to use photographs that they hire you to take in</p> <p>11 their websites?</p> <p>12 MR. TOKE: Objection, misstates her</p> <p>13 testimony, but go ahead.</p> <p>14 MR. SCHWARTZ: Just a second.</p> <p>15 Q Why don't you answer the question?</p> <p>16 MR. TOKE: Can you read the question</p> <p>17 back, please?</p> <p>18 MR. SCHWARTZ: Sure.</p> <p>19 (Whereupon, the requested portion is</p> <p>20 read back by the reporter.)</p> <p>21 A I need to make clear one thing.</p> <p>22 I was hired to produce -- to create, to</p> <p>23 design, marketing collaterals, and that in the age of</p> <p>24 website, including website designs and E-Newsletter,</p> <p>25 electronic newsletter, photography, or the</p>

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<p style="text-align: right;">Page 122</p> <p>1 photographs, were created in order to produce the end 2 result. It is not like GHM or the properties hire 3 Wave to do photography, specifically photography. 4 There is a difference here. 5 When the collaterals were ordered, Wave 6 went to shoot photographs. Okay? And they knew that 7 Wave owns the copyright. 8 There are a lot of repeats, repeat 9 orders to reprint the brochures, to reprint the 10 fliers. As in when they say -- say, for example, 11 first 10,000 brochures are almost depleted in stock. 12 Now, next we will need to refresh the content, 13 change -- maybe change the picture to the next 14 bedroom instead of it looking so boring. 15 So Wave owns the copyright, there's no 16 doubt about that, and they kept coming back for 17 reprint of anything. Wave was not hired just to do 18 photographs and give it to them and they do whatever, 19 no. 20 Q And where does it say that? 21 A It has always been the practice. 22 If they can go on -- if they can go off 23 and do their own brochures, they should have done 24 that, instead of getting Wave to reprint again and 25 again whenever there is a change, and Ralph said --</p>	<p style="text-align: right;">Page 124</p> <p>1 photographs that the hotels paid for when they hired 2 you could not be used on their websites? 3 MR. TOKE: Objection, misstates her 4 testimony. 5 MR. SCHWARTZ: Just a second. 6 Can you step out of the room for a 7 second? 8 Can you just step out of the room for a 9 second? I want to have a conversation just with your 10 lawyer. 11 You have to take off the microphone. 12 We'll come get you. 13 (Witness leaves conference room.) 14 MR. SCHWARTZ: Look, I don't mean to be 15 rude, but that's hugely annoying. I am not saying 16 that that's her testimony. I'm asking her a new 17 question. 18 MR. TOKE: You're characterizing her 19 testimony in a way that is inconsistent with the way 20 she's testified. 21 MR. SCHWARTZ: Well, then she can answer 22 that, but you can't object like that. That's highly 23 improper. 24 I am not -- can you read back my 25 question that I asked just so I'll make sure --</p>
<p style="text-align: right;">Page 123</p> <p>1 I'm repeating myself, I'm sorry -- "Nothing gets 2 printed without Junior Lee's approval." 3 Q Okay. 4 A They did not hire Wave for photography. 5 The reason for a photography contract, 6 they're marketing collaterals contract. 7 Q So your -- you believe that the work 8 that you were hired to do through your companies 9 meant that they -- that the hotels, or GHM, could 10 only use the photographs in brochures, hardcopy 11 brochures? 12 A That would be reprinted or redesigned by 13 Wave. 14 Please bear in mind, Internet marketing 15 did not exist in southeast Asia then. There was no 16 such thing as Internet marketing even up to 2007. 17 Q Okay. 18 So -- well, you created a website in 19 2002? 20 A Yes, but that is specifically for the 21 hotel. It's not to be given to any Tom, Dick and 22 Harry. I created the website, and it's fine, because 23 we got paid for that website, and the sales 24 channeling, the traffic, is through that website. 25 Q So you believe that -- that the</p>	<p style="text-align: right;">Page 125</p> <p>1 because if I made a mistake, I'll apologize. 2 (Whereupon, the requested portion is 3 read back by the reporter.) 4 MR. SCHWARTZ: That's a perfectly 5 legitimate question. 6 If she doesn't like my question, she can 7 say that that's not her belief. 8 MR. TOKE: She has specifically said 9 that repeatedly. 10 MR. SCHWARTZ: Well, then she can say 11 that. 12 I don't believe she said that. 13 I'm not -- it's clear I'm not harassing. 14 I'm trying to be as delicate as I possibly can. So 15 I'm telling you I don't want you to make that 16 objection anymore because I'm not -- or you can have 17 a blanket objection, that's fine, because I'm not 18 characterizing her testimony. I'm allowed to ask her 19 questions. 20 MR. TOKE: Yes, you are. She has 21 repeatedly said no, they have paid for photography 22 services, so when you say "photographs," that is not 23 what she said, and you're trying to slip something by 24 her that is inaccurate compared to what she said. 25 She said they pay for photography</p>

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<p style="text-align: right;">Page 126</p> <p>1 services. She goes and -- as an ancillary aspect of</p> <p>2 providing marketing collateral, that's what she has</p> <p>3 repeatedly said, and you want to characterize it in a</p> <p>4 particular way and slip it by her, and that is</p> <p>5 inaccurate. That's not what she said. She said</p> <p>6 services they paid for. They're not paying for</p> <p>7 photographs.</p> <p>8 MR. SCHWARTZ: Okay. I'll ask her that</p> <p>9 question specifically.</p> <p>10 MR. TOKE: Fine.</p> <p>11 MR. SCHWARTZ: Let's take a two-minute</p> <p>12 break.</p> <p>13 THE VIDEOGRAPHER: We're going off the</p> <p>14 record at 2:54 p.m.</p> <p>15 (Brief recess taken.)</p> <p>16 THE VIDEOGRAPHER: We are back on the</p> <p>17 record at 3:15 p.m. This marks the beginning of</p> <p>18 media three.</p> <p>19 Q Was there something you wanted to say to</p> <p>20 correct or change or add?</p> <p>21 A Yes. I need to clarify.</p> <p>22 I mean, if -- the questions were, to me,</p> <p>23 to my mind, were a bit convoluted, but I need to</p> <p>24 clarify two things, very important. One, I did not</p> <p>25 know that GHM was using my pictures on their website</p>	<p style="text-align: right;">Page 128</p> <p>1 Q Okay.</p> <p>2 MR. TOKE: Objection to the extent I</p> <p>3 don't want you to talk about anything that's</p> <p>4 attorney-client privilege, so.</p> <p>5 Q GHM -- I'm telling you now, GHM is not</p> <p>6 claiming ownership of the copyright of those</p> <p>7 photographs. Okay? Do you understand that?</p> <p>8 A Yes, sir.</p> <p>9 Q You seem hesitant.</p> <p>10 Why -- in what way do you think GHM or</p> <p>11 the hotels are claiming ownership of the photograph?</p> <p>12 A If they don't own the photographs,</p> <p>13 why -- why -- why am I being hammered here?</p> <p>14 Q You're the Plaintiff. You're not being</p> <p>15 hammered.</p> <p>16 A Then what are we -- what are we trying</p> <p>17 to clarify?</p> <p>18 Q Well, that's a fairly good question.</p> <p>19 So just so that you should know, when</p> <p>20 you came here today, did you believe that in this</p> <p>21 lawsuit GHM was claiming ownership of the photographs</p> <p>22 that are registered in the copyright office?</p> <p>23 A Your question is if they -- if GHM is</p> <p>24 claiming ownership?</p> <p>25 Q Did you believe that?</p>
<p style="text-align: right;">Page 127</p> <p>1 until 2012. Two, Wave sold services to GHM. Wave</p> <p>2 did not sell, to GHM or the hotels or anyone, the</p> <p>3 rights to any photographs.</p> <p>4 I'm sorry to say this, but GHM pays for</p> <p>5 a glass of milk and now claims they own the cow.</p> <p>6 It's like the wedding photography. You</p> <p>7 pay for the services, the time, but you don't own the</p> <p>8 photographs. What you get at the end of the day is a</p> <p>9 photo album. What they got at the end of the day was</p> <p>10 the brochures, was the flier, website creation,</p> <p>11 whatever it may be, but that is the end product that</p> <p>12 they ordered.</p> <p>13 Photography was a service that Wave</p> <p>14 billed them for, Wave did not bill them for rights.</p> <p>15 Q Okay.</p> <p>16 I didn't mean to interrupt you, but have</p> <p>17 you clarified what you thought you wanted to?</p> <p>18 A Yes. Sorry.</p> <p>19 Q Okay.</p> <p>20 Do you think that GHM is claiming</p> <p>21 ownership of the photographs that are registered in</p> <p>22 the copyright office?</p> <p>23 A That's what I've been told.</p> <p>24 Q Who told you that?</p> <p>25 A My attorney.</p>	<p style="text-align: right;">Page 129</p> <p>1 A I would -- yes; otherwise, why are we</p> <p>2 here?</p> <p>3 Q Okay.</p> <p>4 So what led -- is it advice or is it</p> <p>5 information you got from an attorney that led you to</p> <p>6 believe that GHM is claiming ownership of rights?</p> <p>7 MR. TOKE: Objection.</p> <p>8 Q I'll rephrase the question.</p> <p>9 Outside of any statement that an</p> <p>10 attorney may have given you, do you have any reason</p> <p>11 to believe that GHM or the hotels or any of the</p> <p>12 Defendants are claiming ownership rights in the</p> <p>13 photographs?</p> <p>14 A Sir, I don't even know why I'm here</p> <p>15 except to deliver to you the truth, and if nobody is</p> <p>16 claiming ownership to the photographs, why am I here?</p> <p>17 Q You're suing us, that's why you're here.</p> <p>18 A Yes, and if I own the pictures --</p> <p>19 Q Okay.</p> <p>20 Okay. Fair question.</p> <p>21 Let's try -- let's try to discuss that</p> <p>22 because your attorney and I had a brief discussion</p> <p>23 about that.</p> <p>24 You assert that your companies were paid</p> <p>25 for photography services, correct?</p>

<p style="text-align: right;">Page 130</p> <p>1 A Correct.</p> <p>2 Q Okay.</p> <p>3 And you now know, because I've told you,</p> <p>4 GHM and the Defendants do not claim that they own the</p> <p>5 rights, correct?</p> <p>6 I've told you that.</p> <p>7 A Now that you have said.</p> <p>8 Q Okay.</p> <p>9 Would you agree -- would you agree that</p> <p>10 you were paid by the clients and they purchased</p> <p>11 marketing materials that incorporate your photos and</p> <p>12 that they, the hotels and GHM, purchased the</p> <p>13 marketing materials from you inclusive of the</p> <p>14 license?</p> <p>15 A For however many, let's say 10,000</p> <p>16 brochures, or 5,000 brochures, they can use those</p> <p>17 brochures.</p> <p>18 Q Okay.</p> <p>19 So we now understand that there's a line</p> <p>20 between just photography services and ownership,</p> <p>21 correct?</p> <p>22 A Yes.</p> <p>23 Q Okay.</p> <p>24 So when the hotels, or GHM, ordered the</p> <p>25 photographs, they want -- you're looking at me</p>	<p style="text-align: right;">Page 132</p> <p>1 the collaterals, correct?</p> <p>2 A Yes.</p> <p>3 Q And you then -- how do you present that</p> <p>4 to the hotels?</p> <p>5 A If they don't have images, I'll say, "We</p> <p>6 need images."</p> <p>7 Q Okay.</p> <p>8 And the images then are photographed,</p> <p>9 correct?</p> <p>10 A Correct.</p> <p>11 Q And you deliver, to the hotels and GHM,</p> <p>12 CD's of the photographs you take?</p> <p>13 A Okay. One of the requirements for Wave</p> <p>14 is, once an estimate is approved, Wave require</p> <p>15 50 percent payment to buy tickets or whatnot, and</p> <p>16 when we finish photography, we bring -- we still have</p> <p>17 to do post-production. After everything is done, the</p> <p>18 requirement was to send a copy to GHM, a copy to the</p> <p>19 sales department, and a copy to the hotel, whichever</p> <p>20 one, so that they can verify that Wave did do the job</p> <p>21 and not loaf around and eat for free, stay for free.</p> <p>22 And I have to give it to them in CD, read-only</p> <p>23 memory, read-only memory, to prove that we did the</p> <p>24 job so that we can get 50 percent payment. That</p> <p>25 CD-ROM, read-only memory, also acts as a catalog, in</p>
<p style="text-align: right;">Page 131</p> <p>1 like -- what did I say wrong?</p> <p>2 A They didn't order the photographs. They</p> <p>3 ordered marketing collaterals. I created the</p> <p>4 photographs in order to provide the collaterals.</p> <p>5 Q Okay.</p> <p>6 How would you like me to say that in a</p> <p>7 shorthand way?</p> <p>8 When they hired you to create</p> <p>9 photographs for the collaterals, is that the way to</p> <p>10 say it?</p> <p>11 A They hired me to create the collaterals.</p> <p>12 Whatever it takes to sell those hotels,</p> <p>13 if it's a painting, I decide what is best to sell the</p> <p>14 hotels.</p> <p>15 Q Okay.</p> <p>16 A So in some instances, it would be</p> <p>17 images. In some instances, they're actually</p> <p>18 paintings.</p> <p>19 Q Okay. So let's just talk about the time</p> <p>20 that we're dealing with images, not paintings. Okay?</p> <p>21 A Okay. I just wanted to clarify.</p> <p>22 Q That's fine.</p> <p>23 So at some point, at some times, in your</p> <p>24 judgment, giving you the credit, as you described,</p> <p>25 you decide that some photographs may be best to go in</p>	<p style="text-align: right;">Page 133</p> <p>1 time to come, if you want, whichever number,</p> <p>2 whichever picture, you order from us. Like, when you</p> <p>3 want to do a new brochure, then it would be so much</p> <p>4 easier to say, "Okay" -- they will tell me, "I don't</p> <p>5 want this picture, I want dining room two, or dining</p> <p>6 room four."</p> <p>7 Q From -- from the CD-ROM?</p> <p>8 A Yes, because then they will know -- I</p> <p>9 have a lot of E-mails say, "We don't want that</p> <p>10 picture, we want another picture."</p> <p>11 Q So of the photographs that you</p> <p>12 delivered -- of the images on the CD-ROM that you</p> <p>13 delivered to the hotels and GHM, it's your</p> <p>14 understanding, isn't it, that the hotels, or GHM, had</p> <p>15 the right to select photographs to use, correct?</p> <p>16 A To order from me.</p> <p>17 Q Okay.</p> <p>18 A Just like previous time when they</p> <p>19 reprint, they will also say, "We don't want this</p> <p>20 picture," all the reprints come to Wave.</p> <p>21 Q Okay.</p> <p>22 And so on the times that there were</p> <p>23 reprints of brochures, would you -- you would get</p> <p>24 paid for the reproduction of the brochures?</p> <p>25 A Printing costs and so on, yes, they</p>

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<p style="text-align: right;">Page 134</p> <p>1 order the collateral.</p> <p>2 Q Okay.</p> <p>3 But you wouldn't get paid a separate</p> <p>4 photograph fee, right?</p> <p>5 A It's worked into the printing cost.</p> <p>6 Q "It's worked into the printing cost,"</p> <p>7 what does that mean?</p> <p>8 A Meaning that for print, for print, the</p> <p>9 license fees would normally be how many copies, where</p> <p>10 are the circulation, where is it used, on the cover,</p> <p>11 inside back cover and so on and so forth.</p> <p>12 Q What do you mean, by print?</p> <p>13 This has nothing to do with the hotels,</p> <p>14 correct?</p> <p>15 A No, it has to do with the collaterals</p> <p>16 ordered.</p> <p>17 When you want new brochures, it has to</p> <p>18 go for print.</p> <p>19 Q Sure.</p> <p>20 A Okay?</p> <p>21 So if the -- for simple and most</p> <p>22 inexpensive way, Wave adopted this method, if they</p> <p>23 ordered 10,000 brochures, the print costs will be</p> <p>24 doubled because license fees always go hand in hand.</p> <p>25 Q Where are the license fees?</p>	<p style="text-align: right;">Page 136</p> <p>1 Okay?</p> <p>2 This is a production estimate.</p> <p>3 Where are the license fees mentioned in</p> <p>4 Exhibit 9?</p> <p>5 A There will be no license fees here</p> <p>6 because it's not the collateral.</p> <p>7 Q Is there a separate -- is there a</p> <p>8 separate production estimate for collaterals?</p> <p>9 A Yes.</p> <p>10 Q Okay.</p> <p>11 So in the -- in the separate production</p> <p>12 estimate, there's a document that says "Production</p> <p>13 estimate collateral license fee"?</p> <p>14 A The license fee is not put there.</p> <p>15 Q Okay.</p> <p>16 So the license fee is in your mind?</p> <p>17 A No.</p> <p>18 MR. TOKE: Objection.</p> <p>19 A No.</p> <p>20 I actually told Ralph.</p> <p>21 Q Okay.</p> <p>22 And what did you tell Ralph about</p> <p>23 license fees?</p> <p>24 A I said, "Ralph, it's very, very</p> <p>25 difficult to, one, the quantity order could change</p>
<p style="text-align: right;">Page 135</p> <p>1 Can you show me where the license</p> <p>2 fees -- were the license fees ever put down in</p> <p>3 writing someplace?</p> <p>4 A No, I told Ralph this.</p> <p>5 He said okay.</p> <p>6 Q Oh, so let's just deal with this for a</p> <p>7 second.</p> <p>8 You say that there are license fees that</p> <p>9 were charged by Wave to the different Wave companies,</p> <p>10 right?</p> <p>11 A Yes, but very minimal.</p> <p>12 Q Well, let's just stay with one thing at</p> <p>13 a time.</p> <p>14 Were the license fees put in writing</p> <p>15 someplace?</p> <p>16 A No. I told Ralph and, be say, "Yes,</p> <p>17 that's fine, that's fine."</p> <p>18 Q Okay.</p> <p>19 So what would you consider a license</p> <p>20 fee?</p> <p>21 A If you -- if you print 10,000 brochures,</p> <p>22 let's say, 10,000 brochures, and print cost is</p> <p>23 \$10,000, just for example, then chargeable would be</p> <p>24 20,000.</p> <p>25 Q Well, look at Exhibit 9, for example.</p>	<p style="text-align: right;">Page 137</p> <p>1 last minute; two, the picture, you say, could change</p> <p>2 last minute even before -- even when we are at</p> <p>3 press."</p> <p>4 He say, "Wait, wait, wait, wait, we</p> <p>5 don't want that picture," or "We want two more</p> <p>6 pictures," and it's very difficult to keep sending</p> <p>7 estimates, so a better and more effective way to do</p> <p>8 this is if you print 10,000, the license fee -- if</p> <p>9 you print 10,000 brochures and it cost \$10,000, the</p> <p>10 license fee will be 10,000, which is very, very</p> <p>11 minimal for 30 pictures in a brochure.</p> <p>12 Q What, in your mind, is a license fee?</p> <p>13 A A license fee is license fees.</p> <p>14 Q But what -- what does that mean? If</p> <p>15 you're giving a license fee to somebody, what does</p> <p>16 that permit them to do?</p> <p>17 A That the 10,000 brochures, they have the</p> <p>18 right to distribute, to use.</p> <p>19 Q So, in your mind, there's -- there's an</p> <p>20 initial production estimate like Exhibit 9, right?</p> <p>21 A Uh-huh.</p> <p>22 Q That doesn't have anything to do with</p> <p>23 license fees, right?</p> <p>24 A Because Exhibit 9 is photography</p> <p>25 services.</p>

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<p style="text-align: right;">Page 138</p> <p>1 Q Right.</p> <p>2 So what's -- what's the next document in</p> <p>3 sequence from Wave Studios?</p> <p>4 A It really depends if they want a</p> <p>5 brochure, presentation kit, a flier.</p> <p>6 Q Okay.</p> <p>7 A Those things necessitate a separate</p> <p>8 estimate.</p> <p>9 Q Okay.</p> <p>10 And so what, for example, would that</p> <p>11 estimate have listed in the description portion? It</p> <p>12 wouldn't have the word license fee, correct?</p> <p>13 A No.</p> <p>14 Q Okay.</p> <p>15 Okay.</p> <p>16 All right.</p> <p>17 So you would give the hotels and GHM</p> <p>18 CD-ROM's with images on the CD-ROM's, correct?</p> <p>19 A Read-only memory CD-ROM.</p> <p>20 Q Okay.</p> <p>21 So across the -- across the images, were</p> <p>22 there any markings by Wave or any of The Wave</p> <p>23 companies saying that it belonged to Wave and nobody</p> <p>24 else could use it or it's not to be -- not to be used</p> <p>25 on a website, anything like that?</p>	<p style="text-align: right;">Page 140</p> <p>1 Q 2005?</p> <p>2 A Yeah.</p> <p>3 Not websites, it's just one corporate</p> <p>4 site.</p> <p>5 Q Okay, let me rephrase the question then.</p> <p>6 When did you become aware that the</p> <p>7 hotels in paragraph ten were using the Internet to</p> <p>8 advertise their hotels?</p> <p>9 A After 2012, much later.</p> <p>10 Q Okay.</p> <p>11 And you're sure of that answer?</p> <p>12 MR. TOKE: Hold on.</p> <p>13 Read the question back and listen -- pay</p> <p>14 attention to what he's asking and answer the question</p> <p>15 directly.</p> <p>16 (Whereupon, the requested portion is</p> <p>17 read back by the reporter.)</p> <p>18 A The hotels was using my pictures to</p> <p>19 advertise.</p> <p>20 Q No.</p> <p>21 MR. SCHWARTZ: Just read the question</p> <p>22 again.</p> <p>23 (Whereupon, the requested portion is</p> <p>24 read back by the reporter.)</p> <p>25 A I'm aware of the one I created. That's</p>
<p style="text-align: right;">Page 139</p> <p>1 A We don't need to -- well, it says</p> <p>2 "Produced by The Wave," okay, but we don't need to</p> <p>3 because it's a known fact.</p> <p>4 Ralph said -- I worked closely only with</p> <p>5 Ralph. Okay?</p> <p>6 Ralph say, "Yeah, yeah, yeah, they all</p> <p>7 know they all come back to you for reprint."</p> <p>8 Q Okay, okay.</p> <p>9 And I think -- excuse me if I've asked</p> <p>10 this before, but sometimes I get lost in it, so I</p> <p>11 don't mean to be offensive, but we've -- you've never</p> <p>12 discussed with Ralph the use of the photographs on</p> <p>13 websites?</p> <p>14 A There was no such thing as website until</p> <p>15 much later.</p> <p>16 Q Okay.</p> <p>17 So when did websites, to your knowledge,</p> <p>18 first become used in advertising or marketing for the</p> <p>19 hotels?</p> <p>20 MR. TOKE: For these hotels?</p> <p>21 MR. SCHWARTZ: Yes.</p> <p>22 MR. TOKE: The ones involved here?</p> <p>23 MR. SCHWARTZ: For these hotels in</p> <p>24 paragraph ten.</p> <p>25 A It would be around this time, 2005.</p>	<p style="text-align: right;">Page 141</p> <p>1 corporate website for the Setai.</p> <p>2 Q And what year is that; 2005?</p> <p>3 A I mean, only this one, because we</p> <p>4 created it, 2005. I mean, we finish the job in 2006.</p> <p>5 Q Okay.</p> <p>6 Were you aware in 2005 or 2006 of the</p> <p>7 possibility of your photographs being used by the</p> <p>8 hotels on the Internet for marketing purposes for the</p> <p>9 hotels?</p> <p>10 MR. TOKE: Calls for speculation.</p> <p>11 A No, sir.</p> <p>12 Q And you have not, prior to -- let me</p> <p>13 rephrase that so it's English.</p> <p>14 Prior to 2012, you did not go on the</p> <p>15 Internet to look at the websites of any of the hotels</p> <p>16 listed in paragraph ten?</p> <p>17 A No. I didn't even know when GHM stopped</p> <p>18 communicating with me. That would be about 2008.</p> <p>19 Q What happened in 2008?</p> <p>20 A My last meeting with Mr. Jenni, I picked</p> <p>21 up -- I picked up paper carriers, packaging, amenity</p> <p>22 boxes, match boxes, from the Nam Hai. They copied my</p> <p>23 work for the Setai and the Lahu. I had never done</p> <p>24 that work for the Nam Hai, so I made an appointment,</p> <p>25 carrying all the pirated -- I would use pirated</p>

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<p style="text-align: right;">Page 142</p> <p>1 copies. I made an appointment with Mr. Jenni. I 2 went to see him in hope that he can help me stop -- I 3 don't know who. The Nam Hai is using things that I 4 created for the Setai. The only change is -- the 5 only change is the logo. Okay? 6 So I went to see Mr. Jenni in hope that 7 he will help me address this. So when I saw him, I 8 said, "Mr. Jenni, I found all this at the Nam Hai, 9 and they had exact replicate of what I did for the 10 Setai, except I did not do this for the Nam Hai." 11 Q Okay. I don't -- what was the question? 12 MR. SCHWARTZ: Can you read back the 13 question? 14 (Whereupon, the requested portion is 15 read back by the reporter.) 16 A 2007 right? 17 MR. TOKE: He said 2008. 18 A Yeah, but the last time I met Mr. Jenni 19 was 2007. 20 Q In 2007, 2008, did you have a break with 21 GHM? 22 A I did not. I went to see -- that's what 23 I'm trying to tell you. 24 Q Okay. Who is Mr. Jenni? 25 A Ralph's boss.</p>	<p style="text-align: right;">Page 144</p> <p>1 you? 2 A I don't know, because the last meeting 3 with Mr. Jenni, I ask him, sir, "Why are you angry?" 4 He said, "No, I'm not angry." 5 I said, "I'm not -- I'm not taking legal 6 action, I'm just hoping that you can help me stop 7 this." 8 Then I said, "What did I do wrong?" 9 He said, "No, you did nothing wrong." 10 Q And you're referring to somebody else 11 using your photographs, right? 12 A No, my designs. 13 Q Your designs, okay. 14 A The design has a photograph, my 15 painting. 16 Q Okay. 17 Okay. 18 And that had -- okay, let's just skip 19 that. 20 A So I'm not sure when or why we stopped. 21 That was my last meeting with Mr. Jenni. 22 Q Okay. 23 Let's just go back and do some 24 documents. Why don't we mark this as Number 11. 25 (Whereupon Document Bates-stamped GHM</p>
<p style="text-align: right;">Page 143</p> <p>1 Q Okay. 2 At GHM? 3 A Yes. 4 Q Okay. 5 A And I showed him all the pirated copies 6 that I found at the Nam Hai. He screamed his lungs 7 out to the executive secretary. He said, "Pamela, 8 get me John Lane." And I just sat there shocked. 9 And I don't know what John Lane said, but I could 10 hear what Mr. Jenni said, "Junior Lee went to Nam Hai 11 and she found all these things copied, using her work 12 for the Setai. I don't F'ing care what you use. All 13 I care -- you can use an F'ing white paper carrier. 14 Don't ever use Junior Lee's work." 15 Q Okay. 16 And so in what way did -- did there come 17 a time when GHM stopped hiring you? 18 A No. 19 Q Okay. 20 After you sued them, they didn't stop 21 hiring you? 22 A No. Before I sued them, they stopped 23 hiring me. 24 Q Okay. 25 So why do you think they stopped hiring</p>	<p style="text-align: right;">Page 145</p> <p>1 00546 is received and marked as Exhibit 11 for 2 identification.) 3 Q So this is an invoice from The Wave 4 Design to Mr. Jenni, J-E-N-N-I? 5 A Mr. Hans Jenni. 6 Q Jenni, okay. 7 And what is -- what was this for? What 8 were you invoicing them for? 9 A Chedi Milan website. 10 Q Okay. 11 So I think before you said that you 12 didn't know prior to 2012 that the companies or that 13 hotels were using websites, is that correct? 14 A No, for the corporate website. 15 This is a corporate website. 16 My understanding was -- when you asked 17 me, my understanding was did I know that they use 18 it -- they distributed my pictures and selling the 19 hotels to other websites. 20 I didn't know that. No one has ever 21 told me. 22 Q Okay. 23 So let me rephrase -- let me ask the 24 question again. 25 Try to listen to my question. Don't</p>

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<p style="text-align: right;">Page 146</p> <p>1 interpret what I'm saying.</p> <p>2 I'm not saying did you know that you</p> <p>3 think somebody sent them to somebody else. Did you</p> <p>4 know, prior to 2011, that the hotels had websites</p> <p>5 that were using your photographs?</p> <p>6 A Apart from those I did, after my meeting</p> <p>7 with Mr. Jenni, because he said, "I don't F'ing care</p> <p>8 what you do or what you use. For all I care, you use</p> <p>9 a white paper carrier. Don't ever use Junior Lee's</p> <p>10 work."</p> <p>11 Q Okay. I'm sorry --</p> <p>12 A So I don't know that they were still</p> <p>13 using, because they started changing everything,</p> <p>14 including the logos that I designed, which I saw, and</p> <p>15 I said, "Yeah, never to use Junior Lee's design."</p> <p>16 Q Who are you referring to? Who changed</p> <p>17 your logo?</p> <p>18 A All the hotels started to change the</p> <p>19 logo. I did the corporate branding for GHM.</p> <p>20 Q Okay.</p> <p>21 Listen -- let's try it this way -- let's</p> <p>22 try it this way.</p> <p>23 For the Chedi Milan, okay, did you know,</p> <p>24 prior to 2011, that the Chedi Milan had your</p> <p>25 photographs on their website?</p>	<p style="text-align: right;">Page 148</p> <p>1 before 2007 I created all these websites.</p> <p>2 Sure, I knew, only the ones that I</p> <p>3 created.</p> <p>4 After -- after the screaming marathon by</p> <p>5 Mr. Jenni and he saying, never to use Junior Lee's</p> <p>6 design, how am I supposed to know?</p> <p>7 I would think that everyone start to</p> <p>8 changing, even the logo, the letterhead, everything</p> <p>9 change. When I went to Setai, or when I went to</p> <p>10 Kuala Lumpur, they all changed their logo, which I</p> <p>11 designed. So I would think that, "Hey," you know, he</p> <p>12 said, "Change. Never to use Junior Lee's work."</p> <p>13 Okay?</p> <p>14 Now I see all the logos in front of the</p> <p>15 building of Carcosa Seri Negara or the Saujana all</p> <p>16 change.</p> <p>17 I would take it that they will never use</p> <p>18 my work again.</p> <p>19 Q Okay.</p> <p>20 So after this shouting match -- which</p> <p>21 you don't recall when it was, right?</p> <p>22 A 2007.</p> <p>23 Q 2007. Okay.</p> <p>24 A So I'm sorry if I cannot answer your</p> <p>25 question because prior to 2012, it could go back to</p>
<p style="text-align: right;">Page 147</p> <p>1 A I'm trying to answer you the best I can.</p> <p>2 Q Uh-huh.</p> <p>3 It's sort of a yes-or-no question. I</p> <p>4 don't understand why you can't say yes or no.</p> <p>5 A If I say yes, then you tell me, "Look,</p> <p>6 you knew that they're using your work," but this is</p> <p>7 in 2006. By 2007, Mr. Jenni already scream his head</p> <p>8 off never to use Junior Lee's work.</p> <p>9 Q Okay.</p> <p>10 Listen to me. Listen. You have to just</p> <p>11 listen to what I'm asking you.</p> <p>12 MR. TOKE: Look, she obviously doesn't</p> <p>13 understand the question.</p> <p>14 A I'm sorry, I did listen. You said prior</p> <p>15 to 20 --</p> <p>16 Q '11.</p> <p>17 A -- 11.</p> <p>18 Okay. Prior to 2011 means it could be</p> <p>19 1999 all the way to 2010.</p> <p>20 Q Yes, exactly, exactly.</p> <p>21 A So how can I say a yes or a no?</p> <p>22 I did this website in 2007. Mr. Jenni</p> <p>23 scream his head off to --</p> <p>24 Q But I didn't ask you if Mr. --</p> <p>25 A So I will say that -- I would say that</p>	<p style="text-align: right;">Page 149</p> <p>1 1993.</p> <p>2 Q But that's okay. Then you can answer</p> <p>3 the question that way.</p> <p>4 A That's why I'm trying to clarify.</p> <p>5 I knew -- obviously, I knew because I</p> <p>6 created all this in 2006, but after the shouting</p> <p>7 marathon, how do I know?</p> <p>8 I saw everything started changing.</p> <p>9 MR. TOKE: Can we go back to the</p> <p>10 question?</p> <p>11 I'm not even sure what the question is</p> <p>12 anymore.</p> <p>13 MR. SCHWARTZ: I agree, so let's try to</p> <p>14 go back.</p> <p>15 Q So did you ever look at the website for</p> <p>16 the Leela Goa in India?</p> <p>17 MR. TOKE: It's Goa.</p> <p>18 A The Leela Goa.</p> <p>19 Q Listen to my question.</p> <p>20 Prior to 2012, did you ever look at the</p> <p>21 website for the Leela Goa?</p> <p>22 A I'm sorry, sir. I didn't even know, up</p> <p>23 to now, now that you say -- do they have a website,</p> <p>24 the Leela Goa?</p> <p>25 Q Just answer the question.</p>

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<p style="text-align: right;">Page 150</p> <p>1 MR. TOKE: I think you got your answer.</p> <p>2 MR. SCHWARTZ: No, no, no.</p> <p>3 That may be the case.</p> <p>4 Q Is the answer to my question no?</p> <p>5 A Yes. No.</p> <p>6 Q Okay.</p> <p>7 A I cannot remember the URL's.</p> <p>8 Q You cannot remember the URL's?</p> <p>9 A After a while, I found so many --</p> <p>10 Q These questions seem -- I'm trying to</p> <p>11 ask this in the simplest possible way, so I'm going</p> <p>12 to try with another hotel.</p> <p>13 For the Chedi Muscat in Oman, have you</p> <p>14 ever gone on their website prior to 2012?</p> <p>15 A No.</p> <p>16 Actually, the Chedi Muscat website, I</p> <p>17 only found through a link from GHM website. I didn't</p> <p>18 even know Chedi Muscat had its own website. It was</p> <p>19 actually link from GHM's hotels website.</p> <p>20 Q Okay.</p> <p>21 So when did you find that out?</p> <p>22 A It's linked to GHM hotels website, so it</p> <p>23 would be in 2012.</p> <p>24 Q Did you go on GHM website prior to 2012</p> <p>25 at any time?</p>	<p style="text-align: right;">Page 152</p> <p>1 MR. SCHWARTZ: Yes.</p> <p>2 I don't know how many more times I can</p> <p>3 restate the same question.</p> <p>4 A From my recollection, no.</p> <p>5 MR. SCHWARTZ: Okay. Why don't we take</p> <p>6 a break because I'm getting -- why don't we just take</p> <p>7 a break.</p> <p>8 THE VIDEOGRAPHER: We're going off the</p> <p>9 record at 3:45 p.m.</p> <p>10 (Brief recess taken.)</p> <p>11 THE VIDEOGRAPHER: We are back on the</p> <p>12 record at 3:57 p.m.</p> <p>13 Q Okay.</p> <p>14 If you can, put Exhibits 9 and 10 in</p> <p>15 front of you.</p> <p>16 So Exhibit 9 is to the Setai Miami, and</p> <p>17 the product line says, "Photo shoot six days."</p> <p>18 Do you see that at the top?</p> <p>19 A Yes.</p> <p>20 MR. TOKE: Which -- we're looking at --</p> <p>21 MR. SCHWARTZ: Exhibit 9.</p> <p>22 MR. TOKE: Nine?</p> <p>23 Where does it say -- "product"?</p> <p>24 MR. SCHWARTZ: Second line, from the</p> <p>25 top.</p>
<p style="text-align: right;">Page 151</p> <p>1 A No.</p> <p>2 Q You never went on GHM's website prior to</p> <p>3 2012?</p> <p>4 A No.</p> <p>5 Q Okay.</p> <p>6 And so it's your testimony -- let me</p> <p>7 rephrase that.</p> <p>8 To be clear, you have not seen any of</p> <p>9 the websites of the hotels that you listed in</p> <p>10 paragraph ten prior to 2012?</p> <p>11 A Listed in paragraph ten, there's also</p> <p>12 other hotels like La Pari-Pari, I've seen those.</p> <p>13 Q So tell me, of the hotels listed in</p> <p>14 paragraph ten, how many websites have you seen?</p> <p>15 MR. TOKE: At any time?</p> <p>16 MR. SCHWARTZ: Prior to 2012.</p> <p>17 A None.</p> <p>18 Q Okay.</p> <p>19 A I mean, except for La Pari-Pari, which</p> <p>20 is not under GHM.</p> <p>21 Q Okay.</p> <p>22 Anything else you want to add about that</p> <p>23 or you've just never seen any of those websites?</p> <p>24 MR. TOKE: You're talking about prior to</p> <p>25 2012?</p>	<p style="text-align: right;">Page 153</p> <p>1 MR. TOKE: Oh, uh-huh, yep.</p> <p>2 MR. SCHWARTZ: Okay.</p> <p>3 Q All right.</p> <p>4 And so that includes at number one, the</p> <p>5 photography services, correct?</p> <p>6 A Yes.</p> <p>7 Q Okay.</p> <p>8 And the photography services include, if</p> <p>9 you go down to number 8, photo digital touch-up, and</p> <p>10 including the delivery of pictures to the hotel or to</p> <p>11 GHM, right?</p> <p>12 A Yes, for payment.</p> <p>13 Q Okay.</p> <p>14 Okay.</p> <p>15 Now, look at number ten. That's also</p> <p>16 the Setai Miami, and it's a couple months later.</p> <p>17 Number nine is July. Number ten is</p> <p>18 October.</p> <p>19 And number ten is a product estimate to</p> <p>20 create the Setai website.</p> <p>21 And that's 65,000 Singapore dollars,</p> <p>22 correct?</p> <p>23 A Yes, correct.</p> <p>24 Q Okay.</p> <p>25 Does the -- so that's an additional</p>

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<p style="text-align: right;">Page 154</p> <p>1 \$65,000. It's not the same as the -- as the estimate 2 for number nine, correct? 3 A Yes, correct. 4 Q Okay. 5 So what photographs did you use to 6 create the Setai website that you made an estimate 7 for in number ten? 8 A I cannot remember. 9 Q Is there anything that could refresh 10 your recollection? Could you look at something that 11 would enable you to remember? 12 A You're asking me to remember every 13 single photo on that site. I cannot remember. 14 Q No, I just asked you if there's 15 something you could go back and look at that would 16 refresh your recollection. 17 A No, I don't even -- I don't even have 18 the files here. 19 Q Okay. 20 So -- 21 MR. TOKE: Maybe I could help. 22 What are you asking? 23 What do you want to know? 24 Q So where did you get the photographs 25 that went on the Setai website that you created</p>	<p style="text-align: right;">Page 156</p> <p>1 came from Exhibit Number 9? 2 A What do you mean by that? 3 Q Can you show me, in Exhibit 10, where 4 there is a charge for photography services? 5 A Exhibit 10? 6 Q Yes. 7 A You mean pictures? 8 Q I'm asking you. 9 A Pictures, including pictures used. 10 Q Okay. 11 So you now think that you took 12 additional photographs that were used in the Setai 13 website, or you don't know? 14 A I can't remember. 15 MR. TOKE: I think the question is 16 confusing her, to be honest. 17 MR. SCHWARTZ: Okay. 18 Q So I guess the best answer is, you don't 19 know where you -- you don't know? 20 A I cannot remember. I didn't say I don't 21 know. 22 Q Okay. 23 You can't remember? 24 A Yes, because you asked me to remember 25 pictures. I cannot remember.</p>
<p style="text-align: right;">Page 155</p> <p>1 pursuant to Exhibit Number 10? 2 A From trip one, two, three, four -- no, 3 maybe three. 4 Trip three. 5 Trip four, I cannot remember when, but 6 it has to be after trip three. 7 Q Okay. 8 So, in other words, trip one, two and 9 three, would that have been included in Exhibit 9? 10 A Trip one, two, three, yes. 11 Q Okay. 12 So you -- you were paid for the 13 photography services in Number 9, correct? 14 A Services, yes. 15 Q Okay. 16 And you took photographs during the time 17 period covered by the production estimate form Number 18 9, correct? 19 A Took photographs, yes. 20 Q And those photographs were used in the 21 Setai website that you estimated for Number 10, 22 correct? 23 A Yes. 24 Q Okay. 25 And the payment for those photographs</p>	<p style="text-align: right;">Page 157</p> <p>1 Q Okay. 2 Can you remember taking pictures, going 3 on a photo shoot to create the website? 4 A I don't understand the question. I 5 cannot remember. 6 Q Okay. 7 You charged for photography services, 8 right? 9 A Correct. 10 Q And if you look at Exhibit 9, number 11 one, there is a charge, photography services -- well, 12 you say it's photography services -- 4,000 Singapore 13 dollars a day times six days for a photo shoot. 14 A Correct. 15 Q Isn't that the normal way you charge 16 when you go on a photo shoot? You charge per day for 17 a photo shoot? 18 A For the service, for the time. 19 Q Yes, exactly. 20 And there is no charge in Exhibit 10, 21 correct? 22 A There's pictures, but I cannot remember 23 which picture. 24 Q Okay. Listen to my question. 25 MR. TOKE: Pay attention to the</p>

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<p style="text-align: right;">Page 158</p> <p>1 question.</p> <p>2 Q Can you show me where on Exhibit 10 the</p> <p>3 words "photo shoot" or the words "photo services" are</p> <p>4 located?</p> <p>5 A On Exhibit 10?</p> <p>6 Q Yep.</p> <p>7 MR. TOKE: It doesn't -- the document</p> <p>8 speaks for itself.</p> <p>9 A Can I show you on Exhibit 10, photo</p> <p>10 shoot, is that what you're asking?</p> <p>11 Can I show you on Exhibit 10 if there's</p> <p>12 any photo shoot in here?</p> <p>13 Q Yeah, yeah.</p> <p>14 A None.</p> <p>15 Q Thank you.</p> <p>16 Okay.</p> <p>17 So is the description -- in the</p> <p>18 production estimate, that's how you came up with the</p> <p>19 charge of -- the charge of 65,000 Singapore dollars</p> <p>20 includes the things that you listed in the</p> <p>21 description, correct, that's what you're charging</p> <p>22 them for?</p> <p>23 A Yes, programming, flash, Java.</p> <p>24 Q Okay.</p> <p>25 And do you see the word "license fee" in</p>	<p style="text-align: right;">Page 160</p> <p>1 And so he said that you should put</p> <p>2 license fee in writing?</p> <p>3 A No.</p> <p>4 He said just put it in the printing.</p> <p>5 I said, "Where am I supposed to put</p> <p>6 this?"</p> <p>7 He said, "In the printing. Everything</p> <p>8 in the printing."</p> <p>9 Q And you understood that to mean that you</p> <p>10 would charging a license fee and that charge would be</p> <p>11 included in the expression "printing"?</p> <p>12 A Yes.</p> <p>13 Q Okay.</p> <p>14 And the sole basis for that belief is</p> <p>15 something that Ralph said to you?</p> <p>16 MR. TOKE: Objection, mischaracterizes</p> <p>17 her testimony.</p> <p>18 MR. SCHWARTZ: You know, I didn't say</p> <p>19 what her testimony was.</p> <p>20 If you want to object, just object. You</p> <p>21 can't make a speaking objection.</p> <p>22 MR. TOKE: It's not a speaking</p> <p>23 objection.</p> <p>24 MR. SCHWARTZ: I'm not going to argue</p> <p>25 with you.</p>
<p style="text-align: right;">Page 159</p> <p>1 there any place?</p> <p>2 A No, because license fee, we do not have</p> <p>3 to put. That's what Ralph told me.</p> <p>4 Q Okay.</p> <p>5 So, in your mind, based upon what you</p> <p>6 believe Ralph told you, there was no need for you to</p> <p>7 put the expression "license fee" in any of your</p> <p>8 estimates or invoices?</p> <p>9 A Yes.</p> <p>10 Q And Ralph said that -- and you already</p> <p>11 testified as to what Ralph said, right?</p> <p>12 A Yes.</p> <p>13 Ralph was the vice-president.</p> <p>14 Q Right.</p> <p>15 Did he ever use the words "license fee"</p> <p>16 to you?</p> <p>17 A I told him there's license fees.</p> <p>18 He say, "Yeah, yeah, yeah. You just put</p> <p>19 it into printing," or whatever.</p> <p>20 Q When did that occur?</p> <p>21 That's different -- when did that occur?</p> <p>22 A That was before all this website thing.</p> <p>23 In the beginning of year 2000,</p> <p>24 thereabouts.</p> <p>25 Q Okay.</p>	<p style="text-align: right;">Page 161</p> <p>1 Q Can you just answer the question,</p> <p>2 please?</p> <p>3 A What was the question?</p> <p>4 MR. SCHWARTZ: Can you read it back?</p> <p>5 (Whereupon, the requested portion is</p> <p>6 read back by the reporter.)</p> <p>7 A And the sole basis of that belief is</p> <p>8 what Ralph said to me?</p> <p>9 I believe Ralph.</p> <p>10 Q Right.</p> <p>11 So you believe -- you believe that he</p> <p>12 said that.</p> <p>13 And the sole reason why you believe that</p> <p>14 the word "printing" includes the expression "license</p> <p>15 fee" --</p> <p>16 A Because --</p> <p>17 Q -- because Ralph said so?</p> <p>18 A Because license fees is attached to the</p> <p>19 number of print that you are going to do --</p> <p>20 Q Okay.</p> <p>21 A -- for printed materials.</p> <p>22 Q Okay. Let's try to do this again.</p> <p>23 Can you tell me if you ever had any</p> <p>24 discussion with anybody at any of the hotels</p> <p>25 mentioned in paragraph ten where you used the</p>

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<p style="text-align: right;">Page 162</p> <p>1 expression "license fee" to them?</p> <p>2 A It is not my duty because it was GHM.</p> <p>3 I don't --</p> <p>4 Q Okay.</p> <p>5 And the only time --</p> <p>6 A All of us listen to Ralph's</p> <p>7 instructions.</p> <p>8 Q Okay.</p> <p>9 And the only time that there was a</p> <p>10 discussion about license fee was when Ralph told you</p> <p>11 that license fee is included in the word "printing"?</p> <p>12 A Yeah.</p> <p>13 He said, "You just put it in the</p> <p>14 printing."</p> <p>15 Q Okay, okay. And this, I do apologize,</p> <p>16 because I think you said it was -- and correct me if</p> <p>17 I'm wrong, I'm not trying to characterize your</p> <p>18 testimony. I think you said it was around the year</p> <p>19 2000.</p> <p>20 A No, after 2000, like, every ten years.</p> <p>21 The beginning of -- the beginning of the tenth year,</p> <p>22 it's not at the end. Like, 2000 to 2010, that's one</p> <p>23 decade.</p> <p>24 Q Right.</p> <p>25 A Beginning of the decade.</p>	<p style="text-align: right;">Page 164</p> <p>1 Q Okay.</p> <p>2 And when you would go to a hotel, would</p> <p>3 you -- when you would go on a job for a particular</p> <p>4 hotel, would they tell you -- would the hotel people,</p> <p>5 not the GHM people, would the hotel people tell you</p> <p>6 what they wanted in the -- in the marketing</p> <p>7 materials?</p> <p>8 A Yes.</p> <p>9 Q Okay.</p> <p>10 And would they tell you what to -- what</p> <p>11 to shoot, you know, to shoot the -- no, that was up</p> <p>12 to your discretion?</p> <p>13 A Yes.</p> <p>14 Sorry, I'm supposed to answer.</p> <p>15 Q No, that's okay.</p> <p>16 A Sorry.</p> <p>17 Q So, in your mind, who was your client;</p> <p>18 was it GHM or was it the individual hotel?</p> <p>19 A The client is the individual hotel, but</p> <p>20 the work has to be in line with the corporate</p> <p>21 branding that I created for GHM.</p> <p>22 Q Okay.</p> <p>23 A Or that Wave created for GHM.</p> <p>24 Q So I'm not sure in what way that's</p> <p>25 different.</p>
<p style="text-align: right;">Page 163</p> <p>1 Q Oh.</p> <p>2 So in the beginning of 2000's is when</p> <p>3 you had a conversation with Ralph in which Ralph said</p> <p>4 the expression "license fee" is included in printing?</p> <p>5 A He just said, "Put it into the license</p> <p>6 fee," yeah, yeah, yeah.</p> <p>7 Q And that occurred early in 2000, 2001,</p> <p>8 something like that?</p> <p>9 A Forgive me, I cannot remember numbers.</p> <p>10 Q Okay, okay.</p> <p>11 And -- okay.</p> <p>12 When did Ralph leave?</p> <p>13 A I don't know.</p> <p>14 Q Okay.</p> <p>15 And was there anybody else at GHM that</p> <p>16 you spoke with concerning licensing of your</p> <p>17 photographs?</p> <p>18 A No. We all work for Ralph.</p> <p>19 Q Okay, okay.</p> <p>20 And when you would do a job for a</p> <p>21 particular hotel, were you paid by the hotel or were</p> <p>22 you paid by GHM?</p> <p>23 A When the job is for the hotel?</p> <p>24 Q Yes.</p> <p>25 A By the hotel.</p>	<p style="text-align: right;">Page 165</p> <p>1 Would GHM ask you to do corporate</p> <p>2 branding for the hotel?</p> <p>3 A Yes.</p> <p>4 Q Okay.</p> <p>5 And --</p> <p>6 A The five star, the four star.</p> <p>7 Q And was the decision on what to accept</p> <p>8 from the services you rendered made by the hotel</p> <p>9 itself?</p> <p>10 A I don't know who makes those decisions.</p> <p>11 Q Okay, okay.</p> <p>12 Okay.</p> <p>13 To your mind, did GHM own any of the</p> <p>14 hotels?</p> <p>15 A I thought -- I don't know what authority</p> <p>16 arrangements are.</p> <p>17 Q Okay.</p> <p>18 You knew that GHM was a management</p> <p>19 company, correct?</p> <p>20 A GHM, general hotel management,</p> <p>21 management, yes.</p> <p>22 Q Okay.</p> <p>23 And they were -- and you knew that they</p> <p>24 were acting on behalf of the particular hotel that</p> <p>25 they would ask you to do something for?</p>

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<p style="text-align: right;">Page 166</p> <p>1 A Sir, I'm not very sure because there 2 were a couple of times, like, in the beginning, GHM 3 paid for some of the brochures for Mexico. 4 Q Okay. 5 A So I really don't know what GHM owns or 6 what they don't own. 7 Q Okay. 8 Putting aside -- I accept that, of 9 course, but putting aside what they owned, you knew 10 that they were a management company for the ten 11 hotels -- for the hotels in paragraph ten? 12 A They manage, but they could also be 13 owners, co-managers, but they manage. 14 Q Right. 15 I wasn't trying to trick you about the 16 management -- about the ownership. I'm just saying 17 you knew they were a management company and they act 18 on behalf of the hotels? 19 A Yes. 20 Q Okay. 21 A Eventually, yes. 22 Q Okay. 23 A I didn't know that in the beginning. 24 Q What time was the beginning? 25 A From the time I started my first job</p>	<p style="text-align: right;">Page 168</p> <p>1 corporation names? 2 A Between Wave and The Wave Private, 3 Limited, and Irieeyes Private, Limited. 4 Q Okay. 5 And who is the person at Irieeyes? 6 A Masano Kawana. 7 Q And can you tell me, how did this 8 agreement come about? 9 A Well, basically, we didn't have a 10 written agreement prior to this, we had verbal 11 agreement, as I've said to Mr. Kendall Oei, and 12 obviously I know Mr. Kendall Oei also wanted a 13 written agreement, so when Wave matured, and upon 14 Wave being The Wave Private, Limited, thought it was 15 best to have things written, you know, like on 16 record. But for the record, Masano Kawana was hired 17 as a cameraman, but he did ask me if it's okay to put 18 him as, you know, the named photographer, because 19 when I first met him in the very beginning, he was -- 20 he came from New Zealand, he was a cameraman in New 21 Zealand, and he wanted to see if there were 22 opportunities in Singapore. 23 So I figured, it's okay, you know. 24 Q Where is he today, do you know? 25 A No idea.</p>
<p style="text-align: right;">Page 167</p> <p>1 with them, in '94, '95. 2 Q So you began working with GHM in '94? 3 A '94, '95, thereabouts. 4 Q Okay. 5 And when, approximately, did you stop 6 working for them, or with them? 7 A 2-0-0 -- it has to be after the shouting 8 marathon. 9 I can only give you approximate. 10 Q Okay. 11 A Maybe around 2008. 12 Q Okay. 13 MR. SCHWARTZ: We'll mark that one. 14 That will be 12. 15 (Whereupon Masano Kawana Photography 16 Services Agreement is received and marked as Exhibit 17 12 for identification.) 18 Q So, can you take a look at Exhibit 12? 19 A Uh-huh. 20 Q And can you tell me what this is? 21 A This is an agreement. 22 Q Between whom? 23 A Between Wave and Masano, Mr. Masano 24 Kawana. 25 Q Well, the actual party -- what are the</p>	<p style="text-align: right;">Page 169</p> <p>1 Q Is he in Japan? 2 You don't know? 3 A I don't know. 4 Q Okay. 5 If you look at paragraph B on Exhibit 6 12 -- 7 A Uh-huh. 8 Q -- it says, "All photographs and rights 9 contained therein, including copyright, remain the 10 sole and exclusive properties of the design agency 11 and the photographer." 12 A Uh-huh. 13 Q So the design agency is Wave-S and Wave 14 Private, Ltd., correct? 15 A Yes, correct. 16 Q And the photographer is Irieeyes Pte., 17 Ltd., correct? 18 A "Irieeyes Pte., yep. 19 Q Okay. 20 So the sentence in paragraph B that I 21 just read says that the design agency and the 22 photographer own all photographs and rights contained 23 therein. 24 A Yeah, but this is a very poorly written 25 agreement, and then we had another agreement in 2006,</p>

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<p style="text-align: right;">Page 170</p> <p>1 slightly better.</p> <p>2 Please bear with me, because I don't</p> <p>3 know how to write all this, but we do have 2006</p> <p>4 agreement as well as the final agreement where it's</p> <p>5 better written.</p> <p>6 Q So --</p> <p>7 A Because the idea to this is that from</p> <p>8 day one, before he was hired, from day one, all hired</p> <p>9 will follow my creative direction, that's one.</p> <p>10 Number two, I made clear that all works,</p> <p>11 including photography, belong to Wave.</p> <p>12 Q Okay.</p> <p>13 So you tell us now that there's another</p> <p>14 document beside this, another agreement?</p> <p>15 A There are two more, because, see, this</p> <p>16 one is under The Wave Private, Limited, but by 2006,</p> <p>17 The Wave Private, Limited was dissolved, so there was</p> <p>18 another agreement under The Wave Design Private,</p> <p>19 Limited. We have to update the agreement.</p> <p>20 Q Okay.</p> <p>21 Well, let me tell you, I've never seen</p> <p>22 any of those agreements, so none have been produced.</p> <p>23 MR. TOKE: Okay.</p> <p>24 MR. SCHWARTZ: So this is the second</p> <p>25 time that I --</p>	<p style="text-align: right;">Page 172</p> <p>1 Q You just have to go a little bit slower.</p> <p>2 So Wave Private dissolved in 2006,</p> <p>3 right?</p> <p>4 A Thereabouts.</p> <p>5 2005, 2006.</p> <p>6 Q Okay.</p> <p>7 And so why does that mean that you had</p> <p>8 to have another agreement?</p> <p>9 A Because then Wave was -- I was operating</p> <p>10 under The Wave Design Private, Limited, so it has to</p> <p>11 be updated; otherwise, this will also not be</p> <p>12 acknowledged because the company died, dissolved.</p> <p>13 So -- that's what I thought.</p> <p>14 Q And do you have a different thought now</p> <p>15 that you didn't need to change it or do you agree</p> <p>16 that you did need to change it because The Wave</p> <p>17 Private, Ltd. dissolved, is that your word, or it was</p> <p>18 dead?</p> <p>19 A Yeah, it was struck off.</p> <p>20 Q It was struck off.</p> <p>21 So if The Wave Pte., Ltd. dissolved or</p> <p>22 was struck off, as you testified, it's not able to</p> <p>23 enter into new agreements, is that right?</p> <p>24 MR. TOKE: This is what I'm talking</p> <p>25 about.</p>
<p style="text-align: right;">Page 171</p> <p>1 MR. TOKE: You mean the public document?</p> <p>2 MR. SCHWARTZ: Yes, the public document,</p> <p>3 that wasn't produced, yes, I would go along with you</p> <p>4 saying that. It was a public document that wasn't</p> <p>5 produced by Plaintiff. A fairly significant, in your</p> <p>6 view, document, and "your view" meaning the</p> <p>7 Plaintiff, and now we have an allegation or a</p> <p>8 statement that there are other agreements that change</p> <p>9 the agreement that's Exhibit 12, which -- and we have</p> <p>10 never seen the other agreements.</p> <p>11 All right, so we'll deal with that a</p> <p>12 little bit later, but let's try to deal with reality</p> <p>13 here.</p> <p>14 Q We have Exhibit 12.</p> <p>15 Who prepared this?</p> <p>16 A A lawyer.</p> <p>17 Q Which lawyer?</p> <p>18 One in Singapore?</p> <p>19 A Yes.</p> <p>20 Q Do you know who it was?</p> <p>21 A DSH.</p> <p>22 Q And there are agreements after this one?</p> <p>23 A Yeah, because The Wave Private, Limited</p> <p>24 dissolved in 2006, so it became The Wave Design</p> <p>25 Private, Limited. So obviously --</p>	<p style="text-align: right;">Page 173</p> <p>1 MR. SCHWARTZ: I'm asking her -- yes.</p> <p>2 MR. TOKE: This is what I'm talking</p> <p>3 about. That's not what she said.</p> <p>4 MR. SCHWARTZ: I don't care. I'm asking</p> <p>5 her a question.</p> <p>6 MR. TOKE: You're trying to put words in</p> <p>7 her mouth is what you're trying to do, but go ahead,</p> <p>8 answer the question, if you can.</p> <p>9 A So I start a new entity called The Wave</p> <p>10 Design Private, Limited. Whatever The Wave Design</p> <p>11 Private, Limited were to do will have to have new</p> <p>12 agreement because this is, like, one person who has</p> <p>13 died and then the other person was born.</p> <p>14 Q Okay.</p> <p>15 A So that's what I thought.</p> <p>16 Q Okay.</p> <p>17 And your thoughts are The Wave Pte.,</p> <p>18 Ltd., in your example, was the person that died and</p> <p>19 no longer existed, correct?</p> <p>20 A Something like that, yes.</p> <p>21 Q Okay.</p> <p>22 And that was your understanding at about</p> <p>23 the time, 2005, 2006?</p> <p>24 A Yeah, because otherwise, all the jobs,</p> <p>25 whatever jobs that were done by The Wave, the new</p>

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<p style="text-align: right;">Page 174</p> <p>1 entity, The Wave Design Private, Limited, will not</p> <p>2 have any agreement.</p> <p>3 Q Okay.</p> <p>4 So there's a new agreement between</p> <p>5 Irieeyes and The Wave Design Pte., Ltd.?</p> <p>6 A That's correct.</p> <p>7 Q Okay.</p> <p>8 Okay.</p> <p>9 And what's -- approximately, what's the</p> <p>10 date of that?</p> <p>11 A That would be 2006.</p> <p>12 Q Okay.</p> <p>13 And does that mean that going forward in</p> <p>14 2000 -- going forward from 2006, there's a different</p> <p>15 agreement between Wave Design Pte. and Irieeyes?</p> <p>16 A I need to see the document.</p> <p>17 Q Okay.</p> <p>18 But as best you can remember, because</p> <p>19 you signed the document, right?</p> <p>20 A Yes, but that was nine years ago.</p> <p>21 Q Okay.</p> <p>22 What's your understanding of the</p> <p>23 relationship between Wave Design Pte. and Irieeyes,</p> <p>24 the new company, your new company, right?</p> <p>25 A Wave Design?</p>	<p style="text-align: right;">Page 176</p> <p>1 everything to Lee Kar Yin.</p> <p>2 Q And approximately when is that</p> <p>3 agreement?</p> <p>4 A 2013, because I was leaving Singapore.</p> <p>5 Q Okay.</p> <p>6 So does the 2013 agreement claim to go</p> <p>7 back in time to -- does it claim to go back in time?</p> <p>8 Does that make sense?</p> <p>9 Let me rephrase the question.</p> <p>10 Who prepared the document?</p> <p>11 A My attorney.</p> <p>12 Q Which one?</p> <p>13 A I got it from John.</p> <p>14 Q The gentleman in Virginia, John</p> <p>15 Jennison?</p> <p>16 A Yes.</p> <p>17 Q Okay.</p> <p>18 Does that agreement, as best you can</p> <p>19 recall, because I know you don't have it here, affect</p> <p>20 rights prior to the date that it was signed?</p> <p>21 A It encompasses everything.</p> <p>22 Q Okay.</p> <p>23 So in 2013, as best you can recall,</p> <p>24 without seeing it in front of you, you signed a</p> <p>25 document that, in your mind, is supposed to go back</p>
<p style="text-align: right;">Page 175</p> <p>1 Q Wave Design.</p> <p>2 In 2006, what's your understanding, as</p> <p>3 best you can, if you can remember, of the ownership</p> <p>4 of the copyrights?</p> <p>5 A The ownership of the copyrights belong</p> <p>6 to Wave, The Wave Design.</p> <p>7 Q And that's in your agreement, as best</p> <p>8 you can recall, in the written -- is it a written</p> <p>9 agreement?</p> <p>10 A Yes.</p> <p>11 Q So, as best you can recall, there's a</p> <p>12 written agreement between Wave Design and Irieeyes in</p> <p>13 approximately 2006 which says that the photographs</p> <p>14 that Irieeyes takes are owned by Wave Design?</p> <p>15 A Yes.</p> <p>16 Q Okay.</p> <p>17 And you said there was then another</p> <p>18 agreement after that?</p> <p>19 A Yes.</p> <p>20 Q And what's that agreement?</p> <p>21 A Basically, the last agreement, the third</p> <p>22 agreement, assigns -- is a better -- is a</p> <p>23 better-worded agreement to record everything that we</p> <p>24 have agreed upon. Whether it's written or verbally</p> <p>25 agreed from day one, that agreement assigns</p>	<p style="text-align: right;">Page 177</p> <p>1 in time and affect rights prior to that?</p> <p>2 A It records everything that we have</p> <p>3 agreed upon from day one.</p> <p>4 Q And what's day one, approximately; the</p> <p>5 year 2000?</p> <p>6 A Thereabouts.</p> <p>7 Q Okay.</p> <p>8 A Thereabouts.</p> <p>9 Q So, again, I haven't seen it, but just</p> <p>10 let me make sure I understand generally what you</p> <p>11 think it is.</p> <p>12 Your lawyer, John Jennison, prepares a</p> <p>13 document in 2013 that affects the rights, the</p> <p>14 ownership rights of photographs taken by Irieeyes</p> <p>15 going back as far as the year 2000, give or take.</p> <p>16 A It's not taken by Irieeyes. I have to</p> <p>17 correct you there.</p> <p>18 Q Okay.</p> <p>19 A Those are my photographs. Every single</p> <p>20 image were put into frames by me.</p> <p>21 Just so that you understand better.</p> <p>22 Q Okay.</p> <p>23 A They are 3.11 million angles to any</p> <p>24 given subject.</p> <p>25 Q I don't mean to say that -- what I meant</p>

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<p style="text-align: right;">Page 178</p> <p>1 that they were taken by him, I meant that, 2 physically, he took the photographs. 3 A He was the cameraman. I hired him based 4 on that. 5 Q Okay. 6 A When I say okay to shoot, he shoots, 7 including the shutter speed, including the 8 composition. 9 Q Okay. 10 So you're there at the same time he is? 11 A I photographed those. He just pushed 12 the button when I say it's okay to push. 13 Q Okay. 14 A The subject matter, everything was 15 determined by me. 16 Q Okay. 17 So -- listen to my question. 18 So is it true that every time Masano 19 physically took a picture, you were there with him, 20 for the photographs that are involved in this 21 lawsuit? 22 A When I say okay to shoot, he presses the 23 button. 24 MR. SCHWARTZ: Can you repeat my 25 question?</p>	<p style="text-align: right;">Page 180</p> <p>1 So let's look at Exhibit 12 again for a 2 second. 3 Do you have it? 4 A Yes. 5 Q So we're going back to paragraph B. 6 Got it? 7 A Yes. 8 Q And you signed this, and -- did you read 9 it before you signed it? 10 A Yes. 11 Q Okay. 12 So paragraph B, I've read before, says 13 that the copyrights remain the sole and exclusive 14 properties of Wave as well as Irieeyes, correct? 15 A What it was -- can I just say what it 16 was intended to mean? 17 Q Sure. 18 A It was intended to mean that Wave owns 19 all works created, but Masano Kawana has the right to 20 put it up on his own website. He can use it for self 21 promotion. He can use it for teaching. If he 22 teaches some day. 23 He can use it to exhibit, if he puts up 24 an exhibition, he can use it. 25 Q Okay.</p>
<p style="text-align: right;">Page 179</p> <p>1 Q Just listen to the question. 2 (Whereupon, the requested portion is 3 read back by the reporter.) 4 A I am with him, but I would disagree that 5 he physically took the picture. He just pressed the 6 button when I say it's okay. 7 Q Okay. 8 Okay. 9 So you were there -- just to close the 10 loop, you were physically -- you were there every 11 time Masano physically pressed the button at your 12 instruction, is that correct? 13 A After I'm done coordinating everything, 14 styled the entire frame, make sure that the lighting 15 are all in the essence to the place, which angle, at 16 what time, then yes, I will check. 17 He will ask me, "Check." 18 I said, "Okay, let me check." 19 If it's not good enough, the lighting 20 over there no good, I say, "Please diffuse or please" 21 -- ditto, ditto -- "the spotlight." 22 Q Okay. 23 A Okay? 24 Then I say, "Okay, press brackets." 25 Q Okay.</p>	<p style="text-align: right;">Page 181</p> <p>1 And that was your intention on March 31, 2 2005? That was your intention when you entered into 3 this agreement, right? 4 A It did not start from March 31, 2005. 5 It started from day one when he was hired as the 6 cameraman. 7 Q Okay. 8 Nonetheless, on March 31, 2005, that was 9 your intention, correct? 10 A In written, yes. 11 Q Okay. 12 Why isn't that in writing? 13 A I'm sorry, sir, I didn't write this. I 14 do not know how to write agreements. 15 Q Right. 16 But you can read? 17 A Yes. 18 Q And when you read it, it didn't say what 19 you just wanted it to say, correct? 20 A Yes, but it says also, the design 21 agency -- it says, "Editorial commission are of 22 unlimited assignments." 23 And then the second one addresses that 24 he can use it for life, for reproduction, display 25 rights of all photographs for use of photographic</p>

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<p style="text-align: right;">Page 182</p> <p>1 competition, promotional materials, and any 2 publication to promote oneself. 3 Q Okay. 4 So when the words in paragraph B say, 5 "The copyrights remain the sole and exclusive 6 properties of the design agency and the 7 photographer," you understood those words to mean 8 differently, right? 9 A Yes, that's why we had another agreement 10 and another agreement. 11 Q Okay. 12 But at the time you signed this, you 13 understood that those words that I just read not to 14 mean what they say, right? 15 MR. TOKE: Objection. 16 Again -- 17 A Not to mean what you said. I only 18 understood that Wave owns the copyright and Masano 19 and Wave can use it for personal promotion. 20 Q Okay. 21 But -- but what you understood -- what 22 you wanted it to say isn't what's in writing, 23 correct? 24 MR. TOKE: Objection. 25 Calls for expert testimony and --</p>	<p style="text-align: right;">Page 184</p> <p>1 record at 5 p.m. 2 Q Okay. 3 I have marked, as Exhibit 13, a document 4 entitled "Confirmation of Assignment of Copyright," 5 which we're seeing for the first time today. This 6 document apparently was, according to the last page 7 of the document, was received by the Copyright Office 8 on May 20. 9 And what's today's date? 10 MR. TOKE: The 21st. 11 Q So it was received yesterday. 12 And, Ms. Lee, if you look at the second 13 page of this document, is that your signature on the 14 second page? 15 A Yes, sir. 16 Q And that is dated May 18, 2015? 17 A Yes, sir. 18 Q Okay. 19 And who prepared this document? 20 A Mr. John Jennison. 21 Q And where were you when you signed this? 22 A San Francisco. 23 Q Okay. 24 And why was this document created? 25 A Mr. Jennison told me it's confirmation</p>
<p style="text-align: right;">Page 183</p> <p>1 A It was written by a lawyer, and this is 2 what I told him. 3 I paid for -- I paid for this to be 4 written. 5 Q Right. 6 And so -- 7 A If he wrote it wrongly -- anyway, we 8 have another agreement in 2006 and another agreement 9 in 2013 to really put in words what it really meant 10 from day one. 11 Q Okay. 12 A I'm sorry if my English is no good. 13 Q No, your English is fine. 14 MR. SCHWARTZ: Let's take another 15 two-minute break because I'm personally getting just 16 a little bit tired, so I need some more breaks in 17 between as we go along with this. 18 MR. TOKE: I understand. 19 THE VIDEOGRAPHER: We're going after the 20 record at 4:33 p.m. 21 (Brief recess taken.) 22 (Whereupon Confirmation of Assignment of 23 Copyright is received and marked as Exhibit 13 for 24 identification.) 25 THE VIDEOGRAPHER: We are back on the</p>	<p style="text-align: right;">Page 185</p> <p>1 of assignment. 2 Q He's your lawyer, right? 3 A Yes. 4 Q Okay. 5 Have you -- you seek his legal advice? 6 A I don't know. I seek his advice. 7 Q Okay. 8 Okay. 9 So why do you -- what do you believe 10 this document does? 11 A It records everything that was -- 12 whether verbally agreed upon or documented, it 13 basically summarizes the entire gist to the agreement 14 between Masano, Irieeyes and Lee Kar Yin. 15 Q Okay. 16 If you look at Attachment A, which is 17 the fourth page -- 18 A Uh-huh. 19 Q -- that's the one that's signed by 20 Masano Kawana? 21 A Yes. 22 Q And Irieeyes Pte., Ltd.? 23 A Yes. 24 Q And that's dated October 1, 2013? 25 A Yes.</p>

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<p style="text-align: right;">Page 186</p> <p>1 Q Did you pay him anything for this</p> <p>2 memorandum of understanding? You know, it looked</p> <p>3 like you were nodding yes.</p> <p>4 MR. TOKE: Oh, I'm sorry, I was</p> <p>5 listening to the question. I apologize.</p> <p>6 A I'm sorry, without my glasses, I</p> <p>7 actually can't see much.</p> <p>8 Q Okay.</p> <p>9 A Therefore, valuable consideration, yes.</p> <p>10 Q And how much did you pay him?</p> <p>11 THE WITNESS: Am I supposed to divulge?</p> <p>12 MR. TOKE: Yes.</p> <p>13 Q Yes.</p> <p>14 (Cell phone rings.)</p> <p>15 MR. SCHWARTZ: Sorry. I forgot I had</p> <p>16 that on for a second. Sorry about that.</p> <p>17 A Four thousand.</p> <p>18 Q And when did you pay him that?</p> <p>19 A Upon signing.</p> <p>20 Q So, October 2013, you paid him \$4,000 to</p> <p>21 sign this?</p> <p>22 A Not to sign this.</p> <p>23 Q What did you pay him for?</p> <p>24 A I mean, it's not just, "Oh, please sign</p> <p>25 this," I give you money.</p>	<p style="text-align: right;">Page 188</p> <p>1 A Yes, at my accountant's office.</p> <p>2 Q And that's in Singapore?</p> <p>3 A That's right.</p> <p>4 Q And as far as you know then, where</p> <p>5 was -- where was Masano living?</p> <p>6 A Singapore, then.</p> <p>7 Q Okay.</p> <p>8 And you think he moved after that?</p> <p>9 A I don't know because I was planning to</p> <p>10 come to U.S.</p> <p>11 Q Okay.</p> <p>12 So did you go to Masano to ask him to</p> <p>13 sign this agreement?</p> <p>14 A Well, I'm leaving, so I said, you know,</p> <p>15 "We have to sort out everything clean because I</p> <p>16 intend to start shop in the U.S. if United States to</p> <p>17 accept me."</p> <p>18 Q So did you understand that the purpose</p> <p>19 of having him sign this memorandum of understanding</p> <p>20 was to change the relationship and ownership that you</p> <p>21 had earlier?</p> <p>22 A No, it's not changing. It's just</p> <p>23 consolidating everything agreed, whether orally or</p> <p>24 written, into one. That's why he said, "You don't</p> <p>25 have to do this."</p>
<p style="text-align: right;">Page 187</p> <p>1 Q Well, what did you pay him \$4,000 for?</p> <p>2 A Because it say for valuable</p> <p>3 consideration, so it has to be with a value.</p> <p>4 Q How did you arrive at \$4,000?</p> <p>5 A Mutually agreed.</p> <p>6 Q Okay.</p> <p>7 What did he ask for first?</p> <p>8 MR. TOKE: Assumes facts, but okay.</p> <p>9 A He said up to me because it's already</p> <p>10 something that we both understood from day one, he</p> <p>11 said --</p> <p>12 Q Who prepared Attachment A?</p> <p>13 A Attachment A?</p> <p>14 Q The part that you're looking at.</p> <p>15 A This one?</p> <p>16 Q Uh-huh.</p> <p>17 A I got it from Mr. John Jenuison.</p> <p>18 Q Okay.</p> <p>19 And so that would have been prior to</p> <p>20 October 1 he would have sent it to you? Because it's</p> <p>21 signed on October 1.</p> <p>22 A Yes.</p> <p>23 Q Okay.</p> <p>24 And where was -- was Masano physically</p> <p>25 with you in October when he signed it?</p>	<p style="text-align: right;">Page 189</p> <p>1 I said, "We need to clean it up. We</p> <p>2 need to have everything black and white, everything</p> <p>3 we agreed upon."</p> <p>4 Q Okay.</p> <p>5 Okay.</p> <p>6 A Because I'm starting shop here.</p> <p>7 Q Okay.</p> <p>8 Now, I'm reading this for the first</p> <p>9 time, so just give me a second.</p> <p>10 So did you pay him anything in</p> <p>11 addition -- separate from the \$4,000 for the</p> <p>12 Confirmation of Assignment of Copyright on Page 3?</p> <p>13 A No.</p> <p>14 Q Do you discuss with Mr. Jennison the</p> <p>15 fact that this lawsuit exists?</p> <p>16 MR. TOKE: Objection.</p> <p>17 MR. SCHWARTZ: That's just a yes or no.</p> <p>18 Q You don't have to tell me what you say</p> <p>19 to him, but do you have conversations with him about</p> <p>20 this present lawsuit?</p> <p>21 A I don't think I need to say to him</p> <p>22 because it's on the Internet.</p> <p>23 Q Okay. But my question is --</p> <p>24 MR. SCHWARTZ: Can you repeat my</p> <p>25 question?</p>

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<p style="text-align: right;">Page 190</p> <p>1 (Whereupon, the requested portion is 2 read back by the reporter.) 3 MR. TOKE: And I'm just going to -- to 4 the extent that this could reveal attorney-client 5 privilege -- you can answer the question. I don't 6 want you to reveal anything about those discussions, 7 but answer the question directly. 8 A Sorry. May I ask for a repeat? 9 Q Sure. 10 MR. SCHWARTZ: Can you repeat one more 11 time? 12 (Whereupon, the requested portion is 13 read back by the reporter.) 14 A "Discuss" is a long word. 15 I just told him that -- 16 MR. TOKE: I told you, I do not want you 17 to reveal what -- it's a yes-or-no question. 18 A Yes. 19 Q Okay. 20 And how many times have you had 21 discussions with him about the lawsuit? 22 A I cannot, like, tell you a number. 23 Q Can you give me an estimate; like, every 24 month, every week, once a year? 25 A On and off, when he read about this</p>	<p style="text-align: right;">Page 192</p> <p>1 this lawsuit? 2 A No. He's not a litigator. 3 Q Okay. 4 Okay, okay. 5 Do you know if he speaks with Mr. Toke? 6 A Do I know -- pertaining to 7 registrations, perhaps. 8 Q Okay. 9 Perhaps -- do you know or you don't know 10 or you're just not sure? 11 A I'm not sure. 12 Q Okay. 13 Do you know if he ever spoke about 14 the -- do you know if he ever spoke with Cameron 15 Reuber, who was the prior lawyer for you in this 16 case? 17 A I wouldn't know, sir. 18 Q Okay. 19 But you've spoken with Mr. Jennison 20 about the creation of Exhibit 13? 21 A Yes, sir. 22 Q Okay. 23 Okay, let's put that aside for a second. 24 So you believe that you have reserved 25 all of the rights to -- that Wave -- the different</p>
<p style="text-align: right;">Page 191</p> <p>1 thing on law 366 -- 360, then he said -- he would say 2 to me -- 3 MR. TOKE: I don't want -- do not reveal 4 the conversations. 5 MR. SCHWARTZ: That's up to her, but you 6 can tell her she doesn't have to if she doesn't want 7 to. You can't tell her not to. It's up to her. 8 MR. TOKE: I can instruct her -- I'm 9 telling you -- 10 A I'm sorry, I'm sorry. What was the 11 question? 12 Q No, there's no question pending. 13 So can -- can you describe the 14 relationship between The Wave companies and yourself 15 and Mr. Jennison? 16 MR. TOKE: Vague and ambiguous, but what 17 are you -- go ahead. 18 A Relationship? 19 Q Yeah. Do you have an attorney-client 20 relationship with him? 21 A Mr. Jennison help Wave to register. 22 Q Okay. 23 And do you seek -- this is a yes-or-no 24 question. 25 Do you seek his advice with respect to</p>	<p style="text-align: right;">Page 193</p> <p>1 Wave companies have reserved all of the rights in the 2 photographs that you took, as you described it, even 3 though Mr. Kawana pressed the button? 4 A Yes. 5 Q Okay. 6 And you believe that your expressiou 7 that you and The Wave companies reserve all your 8 rights was communicated to GHM and the hotels in 9 writing? 10 A On my terms? 11 Q Yes. 12 A On my terms, yes. 13 Q And your terms, meaning the estimate 14 that we've marked as an exhibit, Exhibit 10, for 15 example, and no other place in writing, correct? 16 A Correct. 17 Q Okay. 18 And the only conversation that you had 19 concerning your reservation of rights, as you're 20 describing it, was the conversation that you've 21 described with Ralph? 22 A Mr. Ohletz. 23 Q Okay. 24 And no other conversations? 25 A And Mr. Kendall Oei. That's why</p>

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<p style="text-align: right;">Page 194</p> <p>1 Mr. Kendall Oei wrote to me and ask me to count how 2 many Wave pictures. 3 Q Okay. 4 Other than those two examples -- that's 5 what you mean. Other than those two examples and the 6 written -- the form invoice -- the form estimate that 7 you use, other than those two oral examples, there 8 are no other oral examples where you specifically 9 reserve, to use your expression, all your rights? 10 A Yes. 11 Q Okay. 12 Okay. 13 And if you look at -- I guess we should 14 mark it as Exhibit 13, the complaint. 15 MR. TOKE: This is already 13. 16 14. 17 MR. SCHWARTZ: I'm sorry, 14. 18 MR. VAN DUSEN: The amended complaint? 19 MR. TOKE: The amended complaint. 20 (Whereupon Amended Complaint is received 21 and marked as Exhibit 14 for identification.) 22 Q So if you look on Page 20, please. 23 Look at paragraph 73. 24 Have you had a chance to read that, 73? 25 A Yes.</p>	<p style="text-align: right;">Page 196</p> <p>1 Q Sure. I'll try to rephrase it if you 2 don't understand it. That's my fault probably, so. 3 Have you ever seen this amended 4 complaint before? 5 A I saw the first one. 6 Q Look at the whole -- look at the whole 7 document. It's fairly big. 8 Do you know what this is? 9 A Complaint? 10 Q Yeah. 11 A Did I look through -- I'm not sure if I 12 saw this one or the other one, and to be honest with 13 you, I didn't exactly read because it's just a lot of 14 words. 15 Q Okay. 16 So let me -- you're not sure if you've 17 ever read this? 18 A I mean, I read here -- I don't know if 19 it's this one or another one, but I just look at 20 this, and look at this, and that's it. 21 Q Okay. 22 What you pointed to was the names of the 23 Defendants? 24 A Yeah. 25 Q And why did you look at the names of the</p>
<p style="text-align: right;">Page 195</p> <p>1 Q Okay. 2 So the first -- the first sentence says, 3 "From December 2000, Ms. Lee was exclusively 4 commissioned to shoot a series of photographs at the 5 hotels for advertising, promotion and documentation 6 purposes." 7 Was that a course of conduct that you 8 were commissioned by GHM over that time or are you 9 saying there was one agreement in December 2000? 10 MR. TOKE: Objection to the extent this 11 witness didn't write this document, so, I mean, if 12 you're asking -- 13 MR. SCHWARTZ: So what? 14 She read it. 15 MR. TOKE: I understand. 16 MR. SCHWARTZ: Okay. 17 Q Can you see that sentence? 18 A Uh-huh. 19 Q So my question is, is there one 20 agreement in December 2000 or did you have a series 21 of separate orders indicated by your estimates and 22 then the purchase orders and acknowledgments and 23 things like that? 24 A Sorry, sir, I don't know how to answer 25 this; so can you help me?</p>	<p style="text-align: right;">Page 197</p> <p>1 Defendants? 2 A Because -- I don't remember -- there are 3 a few I don't remember, like, for example, the Exit, 4 LLC, I didn't remember who they are. 5 Like, when I saw Exit, LLC, who are 6 they? Then I have to ask, like, what is d/b/a, and 7 then I was told it's "doing business as." 8 Q Okay. 9 A So I was also told it means 10 RoadsideAmerica.com is the owner of 11 RoadsideAmerica.com -- no, that means, Exit, LLC, is 12 the owner of RoadsideAmerica.com. 13 Q Okay. 14 So you received a copy of this at some 15 point and you looked at the names of the Defendants, 16 right? 17 A Yeah, at a glance. 18 Q Okay. 19 A Whatever I couldn't understand, I just 20 asked. 21 Q Okay. 22 And who did you ask? 23 A Cameron. 24 MR. TOKE: And, again, I don't want you 25 to reveal any attorney-client privilege.</p>

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<p style="text-align: right;">Page 198</p> <p>1 THE WITNESS: Okay.</p> <p>2 Q Let me try to explain what that means.</p> <p>3 You can decide if you want to tell us</p> <p>4 that you had a conversation with your lawyers. You</p> <p>5 don't have to. It's up to you.</p> <p>6 Okay?</p> <p>7 All right.</p> <p>8 So -- and you can seek advice from</p> <p>9 Mr. Toke about that, that's fine, but it's up to you,</p> <p>10 you make that decision.</p> <p>11 When -- when -- you received a copy of</p> <p>12 this from Camerou at some point, right?</p> <p>13 A Should be, but I don't know whether</p> <p>14 amended or not amended and how many times it has been</p> <p>15 amended because they somehow beginning to look the</p> <p>16 same.</p> <p>17 Q Okay.</p> <p>18 So this one on top says it's filed on</p> <p>19 4/23/14, April, April 23, 1914.</p> <p>20 MR. TOKE: 1914?</p> <p>21 That was a long time ago.</p> <p>22 MR. SCHWARTZ: That's just getting</p> <p>23 tired, so I know how you feel because I'm tired too.</p> <p>24 Q Do you recall reading the complaint or</p> <p>25 the amended complaint at any time?</p>	<p style="text-align: right;">Page 200</p> <p>1 then communicated that disagreement to the lawyers?</p> <p>2 Don't tell me what the disagreement was,</p> <p>3 just whether or not you corrected something in the</p> <p>4 draft.</p> <p>5 Let me rephrase the question to try to</p> <p>6 make it easier.</p> <p>7 Do they send you a draft to sort of take</p> <p>8 a look at it and that was the end of it, or they sent</p> <p>9 you a draft of whatever it was and you made</p> <p>10 corrections -- and you told them to make corrections?</p> <p>11 A You know, I trust the lawyers. I don't</p> <p>12 think -- I don't even know legal jargons, so I would</p> <p>13 trust whatever they write is correct.</p> <p>14 Q Okay.</p> <p>15 So it's not even necessarily the legal</p> <p>16 jargon part.</p> <p>17 Was there anything in the draft that you</p> <p>18 saw, if you saw it, that was factual that you had to</p> <p>19 correct? Do you remember making any corrections, or</p> <p>20 you pretty much relied on what the lawyers said?</p> <p>21 A I rely on the attorneys.</p> <p>22 Q Okay.</p> <p>23 All right.</p> <p>24 So let's look, then, at paragraph 73</p> <p>25 again, the second sentence.</p>
<p style="text-align: right;">Page 199</p> <p>1 A Yeah, a little bit of it, like,</p> <p>2 "Ms. Lee, Malaysian photographer," and then by the</p> <p>3 time I got through God knows how many pages, I just</p> <p>4 left it.</p> <p>5 Q You just left it?</p> <p>6 A Yeah.</p> <p>7 Q Can you remember approximately where you</p> <p>8 just left it, where you stopped looking at it?</p> <p>9 A Sorry, I don't.</p> <p>10 Q When -- was there a time when a document</p> <p>11 called a draft complaint or draft amended complaint</p> <p>12 was sent to you?</p> <p>13 A Should be, but I have been reading so</p> <p>14 many things, I don't even remember anymore, and to be</p> <p>15 honest with you, I check the dictionary, and after a</p> <p>16 while I just gave up.</p> <p>17 Q Okay.</p> <p>18 When you viewed either -- you think you</p> <p>19 got a draft of either the complaint or the amended</p> <p>20 complaint?</p> <p>21 A I think.</p> <p>22 Q Okay.</p> <p>23 Okay.</p> <p>24 Did you see anything in the draft,</p> <p>25 whichever one it was that you disagreed with, and</p>	<p style="text-align: right;">Page 201</p> <p>1 Do you see that?</p> <p>2 A Yes.</p> <p>3 Q It says, specifically, "Ms. Lee and GHM</p> <p>4 entered into an agreement under which GHM would</p> <p>5 arrange for Ms. Lee to photograph certain hotel</p> <p>6 properties, and the hotels themselves would</p> <p>7 compensate Ms. Lee for her work."</p> <p>8 Now, that's not true, is it?</p> <p>9 It's not true in the sense that there</p> <p>10 wasn't one agreement?</p> <p>11 A Mr. Schwartz, I just gave whatever</p> <p>12 documents I have. I don't know what this term is,</p> <p>13 agreement, or what they call it, contractual</p> <p>14 agreement. I don't know all these terms.</p> <p>15 Whatever I had, I gave it to the</p> <p>16 attorney.</p> <p>17 Q Okay.</p> <p>18 All right.</p> <p>19 So if you look at paragraph 74 then, so</p> <p>20 that says, "On or around August 2003, Ms. Lee</p> <p>21 submitted her hotel photographs to GHM, as agreed."</p> <p>22 What -- what happened in August 2003?</p> <p>23 A No recollection.</p> <p>24 Q So this is the amended complaint filed</p> <p>25 on behalf of your company and it says on or around</p>

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<p style="text-align: right;">Page 202</p> <p>1 August -- August 2003, you submitted "her hotel 2 photographs to GHM, as agreed." 3 Do you have any idea what that means? 4 A No, sir. 5 Whatever I went through, settlement 6 agreement, whatever, estimates, all these agreements, 7 registration, I just gave it to my attorney; 8 however -- wherever they pick the date, I wouldn't 9 know, like, because all the agreements, 10 communications, whatever, whatever documents. 11 Q So that sentence has no particular 12 meaning. Can we agree on that? 13 A I cannot agree or disagree. I don't 14 know. 15 Q Okay. 16 So this is your complaint and you don't 17 know what that means? 18 A Because my attorney is supposed to know. 19 Q Okay. 20 When I say, "Okay," I'm not agreeing 21 with you, I'm just saying we'll move on. 22 So -- so -- let me see. 23 You had the assignment or the agreement 24 with Irieyes and Masano where the both of you were 25 owning the copyright, that's what it said in the</p>	<p style="text-align: right;">Page 204</p> <p>1 "Ms. Lee submitted her hotel photograph to GHM, as 2 agreed," period. 3 The next sentence says, "GHM accepted 4 the hotel photographs, but repeatedly refused to 5 honor its payment obligation without cause." 6 Do you know what that's referring to? 7 A No. 8 Q Okay. 9 Then the -- it's in your complaint. 10 Did you read that before it was filed? 11 MR. TOKE: Asked and answered. You've 12 already asked this. 13 Q So the answer is no, you didn't read 14 this before it was filed, right? 15 MR. TOKE: That's not what she said. 16 MR. SCHWARTZ: Well, okay, if it's asked 17 and answered, and I don't know what the answer is, 18 how are we supposed to know? 19 Q What is the answer to that question? 20 A How am I supposed to say yes or no when 21 I read, like, the first page, the second page. I 22 don't understand d/b/a. Like, what's d/b/a? 23 I read "Ms. Lee, Malaysian 24 Photographer," and then after that I stopped reading. 25 Q Okay.</p>
<p style="text-align: right;">Page 203</p> <p>1 assignment, and you -- do you remember that? 2 A The '05, '06. 3 Q The first one. 4 A Uh-huh. 5 Q Okay. 6 And you signed that, you said, because 7 your lawyer prepared it, right? 8 A Yes. 9 Q Even though you had a different meaning, 10 in your mind, from what the words on the piece of 11 paper said, right? 12 A Yes. 13 Q And is that the same thing with this 14 particular sentence in this particular complaint, you 15 think that because the lawyers write it, it must be 16 correct? 17 A It's almost like it's the first time I'm 18 reading it. 19 I have to trust my lawyers. 20 Q Okay, okay. 21 A I can only give what I have. 22 Q All right. 23 So the next sentence in paragraph 74 24 says -- I'm sorry. 25 The balance of that sentence says that</p>	<p style="text-align: right;">Page 205</p> <p>1 So you stopped reading after what page? 2 A 304, I suppose. 3 Q Okay. 4 So you stopped reading after Page 304. 5 Okay. 6 Then the next sentence in paragraph 74 7 says, "Ultimately, after litigation, GHM and Ms. Lee 8 amicably resolved the dispute." 9 What is that referring to? 10 A Amicably? 11 Q "Amicably" means friendly, in a friendly 12 way. 13 A That means it's over in a friend -- 14 amicably, resolved amicably. 15 Q Okay. 16 What litigation are you referring to 17 there? 18 A The unpaid bills. The non-payment of 19 bills. 20 Q Okay. 21 And did that have something to do with 22 August 2003? 23 A I'm not sure, but I know Wave took GHM 24 to task in 2009, and I was told there's this thing 25 called statute of limitations, six years, so if I</p>

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<p style="text-align: right;">Page 206</p> <p>1 minus 0-0-9, six years, that would be 2003, but I'm 2 not sure which invoices is 2003. 3 Q Okay. 4 So is it correct, then, that at some 5 point The Wave Studio Pte., Ltd. sued General Hotel 6 Management? 7 A In 2009, for non-payment of bills. 8 Q Okay. 9 So you were the Plaintiff? 10 A Yes. 11 Q Okay. 12 And where was that litigation? 13 A In Singapore. 14 Q Okay. 15 And that's between two Singapore 16 companies in Singapore, right? 17 A I know I'm -- my company is in 18 Singapore. I don't know where GHM is. 19 Q Is that true, you don't know where GHM 20 is? 21 A I mean, GHM office, I know, but I don't 22 know where they are registered. 23 Q Okay. 24 But you sued them in Singapore? 25 A Yes.</p>	<p style="text-align: right;">Page 208</p> <p>1 hundred thousand, my recollection. 2 Q In Singapore dollars? 3 A That's the thing, I cannot remember 4 which bill is U.S.D. 5 MR. SCHWARTZ: Okay. Why don't we mark 6 this. 7 (Whereupon Settlement Agreement is 8 received and marked as Exhibit 15 for 9 identification.) 10 MR. TOKE: This is what number? 11 Sorry. 12 MR. SCHWARTZ: Fifteen. 13 MR. TOKE: Fifteen, okay. 14 Q Okay. 15 Do you see 15? 16 A Yes, sir. 17 Q Okay. 18 Can you tell me what it is? 19 A It's non-payment case in Singapore. 20 Q Okay. 21 So let's look at the fourth page then, 22 and tell me what that is. 23 MR. TOKE: The fourth page? 24 MR. SCHWARTZ: Well, I have it as the 25 fourth page. It says "Settlement Agreement" on top.</p>
<p style="text-align: right;">Page 207</p> <p>1 Q And -- do you know what the date of the 2 invoices you sued them over was? 3 Does that make sense? 4 A There were more than ten invoices, so I 5 cannot remember. 6 Q Okay. 7 Do you know what the date of the 8 invoices were? 9 A I don't remember, sir. 10 Q Okay. 11 And how much money were you suing them 12 for? 13 A Some were in U.S.D. Some were in S.G.D. 14 Q In U.S. dollars. 15 Whatever is easier for you. 16 MR. TOKE: No. What she said was some 17 were in Singapore, some were in U.S. 18 Q I'm sorry, I didn't hear you say that. 19 A Sorry. 20 Q About what was the total? 21 A Approximate? 22 Q Approximate. 23 A My recollection, not in U.S.D. 24 Q Okay. 25 A My recollection is that the region of a</p>	<p style="text-align: right;">Page 209</p> <p>1 A Yes. 2 Q Okay, okay. 3 So what is that? 4 A This is a settlement agreement. 5 Q Okay. 6 And that's your signature on the last 7 page? 8 A Yes. 9 Q Okay. 10 In your own words, what do you 11 understand the settlement agreement to be? 12 A My understanding is the settlement is 13 for non-payment of the affected bills. That Wave 14 cannot sue GHM for non-payment pertaining to this 15 case. The 14 or ten -- the 14 bills, I think, Wave 16 cannot take GHM to task again and ask for payment. 17 Q Okay. 18 But it's your understanding that Wave 19 Studio Pte., Ltd. can sue GHM for things other than 20 payment of those invoices, that's your understanding? 21 A Yes. 22 Q Okay. 23 And did you have that understanding in 24 April 6, 2011? 25 That's the date of this. That's the</p>

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<p style="text-align: right;">Page 210</p> <p>1 date of the document, if you look on page -- that</p> <p>2 page, the very first line.</p> <p>3 A Yes.</p> <p>4 Q Okay.</p> <p>5 So did you tell that to anyone at GHM</p> <p>6 during the course of the litigation leading up to</p> <p>7 this settlement?</p> <p>8 A Tell what to GHM?</p> <p>9 Q Did you -- did you or your lawyers, if</p> <p>10 you know, tell anyone at GHM or their lawyers that it</p> <p>11 was your intention to settle this case only regarding</p> <p>12 the invoices and that you were going to sue GHM for</p> <p>13 copyright infringement?</p> <p>14 A There's no such case back then.</p> <p>15 Whatever copyright infringement, all I know is GHM</p> <p>16 lawyer -- lawyers, and my lawyer, discussed this at</p> <p>17 length, and the judge agreed that whatever dispute,</p> <p>18 it should be kept within this 14 affected bills.</p> <p>19 Q So was there --</p> <p>20 MR. SCHWARTZ: Can you read my question</p> <p>21 back?</p> <p>22 Q Because I don't think you actually</p> <p>23 answered my question.</p> <p>24 Listen to the question.</p> <p>25 (Whereupon, the requested portion is</p>	<p style="text-align: right;">Page 212</p> <p>1 other Defendants.</p> <p>2 So when was the first time you formed</p> <p>3 the belief, in your mind, that any of the Defendants</p> <p>4 were infringing works that you believed you had a</p> <p>5 copyright on?</p> <p>6 A I found on GHM website.</p> <p>7 It's not like I suddenly knew everyone.</p> <p>8 I found on GHM website, and that's</p> <p>9 infringement, and then by clicking the link, I got to</p> <p>10 the NamHaiHoiAn.com. It's just one link to the next</p> <p>11 link. And then I got to ghmhotels-japan.com. I</p> <p>12 never knew all this. Like, it got just more and</p> <p>13 more --</p> <p>14 Q And --</p> <p>15 A -- in 2012.</p> <p>16 Q So you're clear that 2012 is the first</p> <p>17 time you discovered all of this?</p> <p>18 A I cannot remember, like, for sure. It's</p> <p>19 approximately 2012 because I was actually quite happy</p> <p>20 if we can just settle this amicably and get on with</p> <p>21 my life.</p> <p>22 Q Okay.</p> <p>23 So you -- I think I recall you saying</p> <p>24 this, and correct me if I'm wrong, that the judge in</p> <p>25 this case, in the Singapore case, said that the</p>
<p style="text-align: right;">Page 211</p> <p>1 read back by the reporter.)</p> <p>2 Q So that's the question.</p> <p>3 Did you or your lawyers say that?</p> <p>4 A I don't know what my lawyer said, but</p> <p>5 there was no copyright infringement at this point in</p> <p>6 time and I didn't say anything. Again, I left</p> <p>7 everything to the lawyers.</p> <p>8 Q Okay.</p> <p>9 When did you personally form the opinion</p> <p>10 that the Defendants in this case -- let me rephrase</p> <p>11 that, make it simple.</p> <p>12 When did you form the opinion that GHM</p> <p>13 infringed on the copyrights that are registered in</p> <p>14 this case?</p> <p>15 A I only found the infringement on their</p> <p>16 website in 2012. I thought I can just pack and try</p> <p>17 to come here to set up shop.</p> <p>18 Q Okay.</p> <p>19 Is that the first time, in 2012, when</p> <p>20 you saw the infringement of any -- on behalf of any</p> <p>21 of the Defendants in this case was 2012?</p> <p>22 A Can you rephrase that?</p> <p>23 Q Sure.</p> <p>24 So I asked you first about GHM, and I</p> <p>25 wanted to make sure that it now includes all the</p>	<p style="text-align: right;">Page 213</p> <p>1 settlement only applies to the invoices that are</p> <p>2 involved in this case, right?</p> <p>3 A That's what my lawyers told me.</p> <p>4 Q Okay.</p> <p>5 So that implies that there was some</p> <p>6 discussion that the settlement would apply to</p> <p>7 something outside the invoices.</p> <p>8 Do you remember having a discussion</p> <p>9 about that?</p> <p>10 A No.</p> <p>11 Q Okay.</p> <p>12 A Mr. Schwartz, I do creative work. It's</p> <p>13 not just photography, logos, handcrafted, and so on.</p> <p>14 It's just for non-payment.</p> <p>15 Q I'm sorry?</p> <p>16 A This is just for non-payment.</p> <p>17 Q Right.</p> <p>18 A And nothing else.</p> <p>19 Q Okay.</p> <p>20 Have you -- have your companies ever</p> <p>21 sued anybody else in Singapore?</p> <p>22 A No.</p> <p>23 Q Have -- have your companies ever been</p> <p>24 sued for anything?</p> <p>25 A No.</p>

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<p style="text-align: right;">Page 214</p> <p>1 Q Okay.</p> <p>2 Prior -- this is dated April 6, 2011.</p> <p>3 Did you ever consult with anybody about</p> <p>4 copyright infringement prior to April 6, 2011?</p> <p>5 A Consult?</p> <p>6 No, I just thought it's good to register</p> <p>7 my work.</p> <p>8 Q And when did you have that thought?</p> <p>9 A I've had that thought for a very long</p> <p>10 time, just that I got to do it in 2010.</p> <p>11 Q You're talking about the U.S.</p> <p>12 registrations?</p> <p>13 A Yes.</p> <p>14 Q Okay.</p> <p>15 A When you ask me, so is it brick and</p> <p>16 mortar, do I have office, my answer to you just now</p> <p>17 was not yet, because I do intend to set up shop here,</p> <p>18 but somewhere warmer.</p> <p>19 Q I'm sorry?</p> <p>20 A In a warmer state, like San Diego.</p> <p>21 Q Okay.</p> <p>22 MR. SCHWARTZ: Let me take another</p> <p>23 two-minute break for a second.</p> <p>24 MR. TOKE: Sure.</p> <p>25 THE VIDEOGRAPHER: We're going off the</p>	<p style="text-align: right;">Page 216</p> <p>1 A I think my attorney can answer that</p> <p>2 because I don't know how to answer.</p> <p>3 Q Okay.</p> <p>4 Would it be fair to say you have no idea</p> <p>5 about that particular sentence?</p> <p>6 A Because of a lot of infringement by U.S.</p> <p>7 companies, that would be my understanding.</p> <p>8 Q Okay.</p> <p>9 But the sentence actually says "GHM</p> <p>10 targets New York residents to book accommodation at</p> <p>11 the Hotels."</p> <p>12 Do you know what that means?</p> <p>13 A I can only tell you what I understand --</p> <p>14 Q Okay.</p> <p>15 A -- from reading.</p> <p>16 Because infringements of -- majority of</p> <p>17 the infringements are found in U.S., so I don't know</p> <p>18 how it's worded.</p> <p>19 Q What do you mean by "the majority of</p> <p>20 infringements are found in the U.S."?</p> <p>21 A All these Defendants, they are</p> <p>22 U.S.-based companies.</p> <p>23 Q I see.</p> <p>24 A Maybe that's what it means.</p> <p>25 Q I see. Okay.</p>
<p style="text-align: right;">Page 215</p> <p>1 record at 5:40 p.m.</p> <p>2 (Brief recess taken.)</p> <p>3 THE VIDEOGRAPHER: We're back on the</p> <p>4 record at 5:55 p.m.</p> <p>5 Q Okay.</p> <p>6 If you look on Page 5, paragraph ten.</p> <p>7 A On?</p> <p>8 Q On the complaint, the big -- big</p> <p>9 document.</p> <p>10 That's exhibit --</p> <p>11 MS. REMORE: 14.</p> <p>12 Q -- 14, the amended complaint.</p> <p>13 It's Page 5, paragraph ten, the last</p> <p>14 sentence.</p> <p>15 Would you read it, if you can?</p> <p>16 A Page 5.</p> <p>17 Q It says, "GHM targets New York residents</p> <p>18 to book accommodation and other hospitality services</p> <p>19 at the," capital H, "Hotels when they travel to those</p> <p>20 vacation destinations."</p> <p>21 Do you see that?</p> <p>22 A Yes.</p> <p>23 Q Okay.</p> <p>24 In what way does GHM target New York</p> <p>25 residents?</p>	<p style="text-align: right;">Page 217</p> <p>1 A I'm sorry, I'm not going to guess. You</p> <p>2 have to ask Cameron. I'm sorry.</p> <p>3 Q Okay.</p> <p>4 So you, as the client, have no idea</p> <p>5 whether or not GHM targets New York residents, as</p> <p>6 indicated in that sentence in paragraph ten?</p> <p>7 A I can't speak for GHM.</p> <p>8 Q I'm not speaking for -- no, no, you</p> <p>9 understand that this is your complaint, your amended</p> <p>10 complaint, right? And you, Wave LLC, are claiming</p> <p>11 that GHM targets New York residents. And do you</p> <p>12 personally have any idea what that means, or -- let</p> <p>13 me rephrase that.</p> <p>14 Do you have any idea in what way GHM</p> <p>15 targets New York residents to book accommodations at</p> <p>16 the Hotels?</p> <p>17 A My understanding is because a lot of</p> <p>18 infringers are in the U.S., or in New York.</p> <p>19 Q But this is different. This is</p> <p>20 saying -- and I don't want to -- I don't want to</p> <p>21 upset anybody and have an argument with you. I'm</p> <p>22 just trying to make sure that we understand each</p> <p>23 other.</p> <p>24 This says, "GHM targets New York</p> <p>25 residents to book accommodations."</p>

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<p style="text-align: right;">Page 218</p> <p>1 At the moment, that sentence has nothing</p> <p>2 to do with infringements. It's just saying "GHM</p> <p>3 targets New York residents."</p> <p>4 Can you tell me in what way you believe</p> <p>5 GHM targets New York residents to book</p> <p>6 accommodations?</p> <p>7 A I'm sorry, I cannot answer because I</p> <p>8 didn't write this.</p> <p>9 Q And you have no idea, right, whether GHM</p> <p>10 targets New York residents?</p> <p>11 A All I know is a lot of infringement in</p> <p>12 the U.S. That's all I know.</p> <p>13 Q Well, by that, you mean the Defendants</p> <p>14 are in the U.S., right?</p> <p>15 A Yes.</p> <p>16 Q So paragraph ten, by the way, lists all</p> <p>17 those hotels.</p> <p>18 How come the hotels aren't Defendants?</p> <p>19 MR. TOKE: And objection to the extent</p> <p>20 that it calls for attorney-client privilege.</p> <p>21 Q You believe that the hotels are</p> <p>22 infringing your copyrights, right?</p> <p>23 A Yes, but I don't -- I did not find,</p> <p>24 like, Serai Club.</p> <p>25 Q I'm sorry?</p>	<p style="text-align: right;">Page 220</p> <p>1 Q -- that you believe was your client for</p> <p>2 that photo -- for that photo shoot for whenever.</p> <p>3 So why didn't you sue the hotel?</p> <p>4 A But when I click on it, the picture</p> <p>5 comes on, would be Expedia, you know, when I click on</p> <p>6 the -- my picture, out comes Expedia.</p> <p>7 Q Okay.</p> <p>8 Okay.</p> <p>9 Turn to Page 21, please.</p> <p>10 Look at paragraph 76.</p> <p>11 A Okay.</p> <p>12 Q Can you read that to yourself for a</p> <p>13 moment?</p> <p>14 A Aside from my legal counsel --</p> <p>15 Q No, no, read it yourself to -- just so</p> <p>16 that you understand what it says.</p> <p>17 A Okay.</p> <p>18 (Witness reviews document.)</p> <p>19 Q Do you see what that -- have you read</p> <p>20 it?</p> <p>21 A Okay.</p> <p>22 Q Is this the first time you've read that</p> <p>23 paragraph?</p> <p>24 A Carefully, yeah, but even then --</p> <p>25 Q Okay.</p>
<p style="text-align: right;">Page 219</p> <p>1 A Like Serai Club, I didn't find -- I</p> <p>2 didn't find that they have a website.</p> <p>3 Sir, I did not, like, one by one, look</p> <p>4 through, whatever there was prompted, like, one link</p> <p>5 lead to another, lead to another, I didn't</p> <p>6 specifically go and take a look at, like, "Oh, is</p> <p>7 this one infringing or is that one infringing."</p> <p>8 Q So how did you find the Defendants that</p> <p>9 are listed in this amended complaint?</p> <p>10 A You see, sometimes it will appear -- I'm</p> <p>11 not sure how it work, but sometimes when you click on</p> <p>12 a certain hotel, and somehow the advertisement will</p> <p>13 appear on Facebook. Then I will -- I see my picture,</p> <p>14 I'm, like, I click on the advertisement on Facebook.</p> <p>15 Q It's a picture of a hotel or something?</p> <p>16 A The picture, my picture.</p> <p>17 Q Your picture?</p> <p>18 A On Facebook, like, okay.</p> <p>19 Q Your picture of a hotel on Facebook,</p> <p>20 right?</p> <p>21 A Yeah.</p> <p>22 Q Or wherever.</p> <p>23 So it's the hotel, right?</p> <p>24 It's a picture of a hotel --</p> <p>25 A Yes.</p>	<p style="text-align: right;">Page 221</p> <p>1 So it says, "Aside from her legal</p> <p>2 counsel and certain government agencies, Ms. Lee did</p> <p>3 not disclose the hotel photographs to anyone other</p> <p>4 than GHM or otherwise allow them to be publicly</p> <p>5 disseminated in any manner, including on the</p> <p>6 Internet."</p> <p>7 Do you agree with that?</p> <p>8 A I don't know how to answer.</p> <p>9 Q Well, the part I'm asking about, it says</p> <p>10 that except your lawyers and certain government</p> <p>11 agencies, which I assume -- well, do you know what it</p> <p>12 means?</p> <p>13 Do you know what it means, "certain</p> <p>14 government agencies"? Do you know what that is?</p> <p>15 A No.</p> <p>16 Q Okay.</p> <p>17 It says -- the balance of it says,</p> <p>18 "Ms. Lee did not disclose the hotel photographs to</p> <p>19 anyone other than GHM."</p> <p>20 That's not true, is it?</p> <p>21 A What do you mean, it's not true?</p> <p>22 Q Well, what do you understand that -- it</p> <p>23 says, "Ms. Lee did not disclose the hotel photographs</p> <p>24 to anyone other than GHM."</p> <p>25 What does that mean to you?</p>

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<p style="text-align: right;">Page 222</p> <p>1 A That means I did not give it to the 2 hotel. 3 Q That's what it seems to say, but that's 4 not true. You gave it to the hotel, didn't you? 5 A But the hotel general manager all has -- 6 let's say -- they all work for GHM. 7 Q So, in your mind, this statement is 8 true? You think that the hotels work for GHM? 9 A The general managers. 10 Q Okay. 11 So let's go back to this sentence then, 12 that says, "Ms. Lee did not disclose the hotel 13 photographs to anyone other than GHM." 14 Is that true? 15 A The general managers work for GHM. 16 Q Didn't you send CD-ROM's to the hotels? 17 A To the general manager. When they write 18 to me, it will always be Eleanor, Eleanor 19 Hardy@ghmhotels.com, but she is the general manager 20 of Chedi Chiang Mai, so I will send it to the general 21 manager of the Chedi, and her E-mail says 22 Eleanor.Hardy@ghmhotels.com. 23 So even I'm confused, am I sending it to 24 hotel or am I sending it to GHM, because her E-mail 25 says she works for GHM.</p>	<p style="text-align: right;">Page 224</p> <p>1 Q Okay. 2 So -- so to that extent, of course, then 3 that statement is completely wrong. You have no 4 opinion one way or the other way? You don't know? 5 A I don't know. 6 Q Okay. 7 Look at paragraph 80, please, on Page 8 22. 9 A Eighty? 10 Q Eighty. 11 Okay. 12 So the first four words are, "Upon 13 information and belief." 14 Do you see that? 15 A Yes. 16 Q Okay. 17 What is the source of your information 18 and belief, as indicated in paragraph 80? 19 A I think because the CD-ROM were only 20 given to GHM, so who else -- where else could anyone 21 get it from? 22 This is what I think. 23 Q CD-ROM's were given to the hotels, you 24 said that, right? 25 A But given to the general manager who</p>
<p style="text-align: right;">Page 223</p> <p>1 Q And the balance of that says, "Or 2 otherwise allow them," meaning the photographs, "to 3 be publicly disseminated in any manner." 4 Is that true? 5 A What does it mean, "Otherwise allow them 6 to be publicly disseminated in any manner"? 7 Q Well, what does it mean to you? 8 What do you think it means? 9 A Sorry, I don't know. 10 Q If you don't understand it, that's okay. 11 You don't understand it? 12 A I never allowed anyone to distribute in 13 any manner. 14 MR. TOKE: He's just asking you for your 15 understanding. 16 Q If you can't understand it, just say 17 that you can't understand it. 18 MR. TOKE: It's okay. 19 A Yeah, I don't understand. 20 Q So you do agree that the hotel 21 photographs were distributed to the public via 22 brochures? 23 A Only on brochures. 24 Q Okay. 25 A Or leaflets, marketing collaterals.</p>	<p style="text-align: right;">Page 225</p> <p>1 works for GHM. 2 Q So you consider giving something to the 3 hotels the same as giving it to GHM? 4 A But it's directed to the general 5 manager, who works for GHM. 6 I do not know what their -- how they 7 arrange that kind of -- I do not know what kind of 8 work arrangement they have. All I know is, when 9 E-mails come to me, the general manager always have 10 @ghmhotels.com. 11 Q Okay. All right. 12 So then that sentence in paragraph 80 13 says, "Upon information and belief, GHM has 14 reproduced and distributed the hotel photographs." 15 In what way did they reproduce and 16 distribute the hotel photographs? 17 A I mean, if Wave has only given the 18 CD-ROM to GHM and the general manager who works for 19 ghmhotels.com, where else can it come from? Where 20 did the Defendants get all -- all of my pictures? 21 Q So, in other words, you don't know that 22 GHM has reproduced and distributed the hotel 23 photographs, right? 24 MR. TOKE: That's not what she said. 25 Again, you're mischaracterizing her</p>

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<p style="text-align: right;">Page 226</p> <p>1 testimony.</p> <p>2 A I'm saying Wave has only given it to</p> <p>3 GHM. I don't know who else could access to those</p> <p>4 photographs other than GHM, or if anyone within GHM</p> <p>5 took Wave's pictures on their own and given it to</p> <p>6 their friends. I don't know all those. All I've</p> <p>7 given to is GHM.</p> <p>8 Q Well --</p> <p>9 A I've never given any pictures to anyone.</p> <p>10 Q You're sure?</p> <p>11 A Yes.</p> <p>12 The hotel general manager also works for</p> <p>13 GHM.</p> <p>14 Q And you prepared at least two</p> <p>15 websites -- well, three websites that we've seen so</p> <p>16 far, right, and your pictures were on those websites,</p> <p>17 right?</p> <p>18 A Yes.</p> <p>19 Q Okay.</p> <p>20 Let's -- let's look at paragraph 82 on</p> <p>21 that same page.</p> <p>22 Okay.</p> <p>23 Have you had a chance to read that?</p> <p>24 Have you read it?</p> <p>25 A Not yet, sorry.</p>	<p style="text-align: right;">Page 228</p> <p>1 If you want to ask her what she thinks</p> <p>2 it means, fine, but she didn't prepare the document.</p> <p>3 Q You said you reviewed the drafts of it,</p> <p>4 right?</p> <p>5 A I said I read a little bit.</p> <p>6 Q Okay. All right.</p> <p>7 So what does the word "unsurprisingly"</p> <p>8 mean to you in this paragraph?</p> <p>9 A Not shocked.</p> <p>10 Q Well, what do you think that sentence is</p> <p>11 trying to imply by using the word "unsurprisingly"?</p> <p>12 A Mr. Schwartz, I'm very sorry, I'm not</p> <p>13 qualified -- I'm not qualified to decipher English</p> <p>14 language.</p> <p>15 Q Okay.</p> <p>16 Okay.</p> <p>17 Look at paragraph 83.</p> <p>18 That says, "Upon information and belief,</p> <p>19 GHM Hotel photographs purposefully disseminated the</p> <p>20 hotel photographs." I'm assuming that "hotel</p> <p>21 photographs," in that first part, is a typographical</p> <p>22 mistake.</p> <p>23 In what way -- or what's the basis of</p> <p>24 your information and belief that GHM purposefully</p> <p>25 disseminated the hotel photographs?</p>
<p style="text-align: right;">Page 227</p> <p>1 Q Paragraph 82.</p> <p>2 (Witness reviews document.)</p> <p>3 Q Are you finished?</p> <p>4 A Yes, sir.</p> <p>5 Q So that paragraph says, "Unsurprisingly,</p> <p>6 after GHM circulated the hotel photographs to its</p> <p>7 business partners."</p> <p>8 Who are its business -- who are GHM's</p> <p>9 business partners?</p> <p>10 A I don't know. It must be one of the</p> <p>11 Defendants.</p> <p>12 Q Okay.</p> <p>13 Did you read this paragraph before</p> <p>14 today?</p> <p>15 A I glanced -- I probably glanced through,</p> <p>16 but maybe from the evidence and -- maybe from the</p> <p>17 evidence, it was established, but I'm not going to</p> <p>18 guess. I don't know.</p> <p>19 Q Okay.</p> <p>20 So paragraph 22, the first sentence</p> <p>21 says, "Unsurprisingly."</p> <p>22 What does that mean -- what did you</p> <p>23 intend to mean by using the word "unsurprisingly"?</p> <p>24 MR. TOKE: Objection.</p> <p>25 Ms. Lee didn't prepare this document.</p>	<p style="text-align: right;">Page 229</p> <p>1 A Again, I did not write this. My lawyer</p> <p>2 had the files and have done the research, I think,</p> <p>3 I'm not sure, that led them, you know, to write what</p> <p>4 they write.</p> <p>5 Q Okay.</p> <p>6 So you relied -- would it be fair to say</p> <p>7 that you relied on the investigation done by the</p> <p>8 lawyers that filed this amended complaint?</p> <p>9 A Yes, because I wouldn't know how to --</p> <p>10 Q Okay, okay.</p> <p>11 And so in the portions of the paragraphs</p> <p>12 that say, "Upon information and belief," it's not</p> <p>13 information and belief that you supplied. You</p> <p>14 believe that it's information and belief that the</p> <p>15 lawyers who filed this amended complaint</p> <p>16 investigated?</p> <p>17 MR. TOKE: That's -- again, misstates</p> <p>18 her testimony. That's not what she said.</p> <p>19 MR. SCHWARTZ: I didn't say it's what</p> <p>20 she said. I'm asking her a separate question.</p> <p>21 So could you repeat the question,</p> <p>22 please?</p> <p>23 (Whereupon, the requested portion is</p> <p>24 read back by the reporter.)</p> <p>25 A Sorry, it's just --</p>

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<p style="text-align: right;">Page 230</p> <p>1 Q You don't understand?</p> <p>2 A -- a mouthful of --</p> <p>3 Q Okay, okay.</p> <p>4 Let me try it one more time.</p> <p>5 A And I didn't write this. Whatever I</p> <p>6 had, I gave it to the lawyers, and they did the</p> <p>7 investigation. Whatever they found through their</p> <p>8 investigation or research, they wrote this.</p> <p>9 Q Okay.</p> <p>10 Look at paragraph 93 on Page 24.</p> <p>11 A Page --</p> <p>12 Q Ninety-three.</p> <p>13 Do you see that?</p> <p>14 It says, "Upon information and belief,</p> <p>15 the hotel photographs that are the subject of</p> <p>16 the copyrighted works have been seen and continue to</p> <p>17 be seen by millions of users on a daily basis."</p> <p>18 Do you know that?</p> <p>19 A Again, they did their research.</p> <p>20 Is there a way to count? I don't know.</p> <p>21 Is there a way to count, like, how many</p> <p>22 people have seen whichever -- whichever page or site</p> <p>23 or whatever? I don't know, sir.</p> <p>24 Q Right.</p> <p>25 Okay, so --</p>	<p style="text-align: right;">Page 232</p> <p>1 So we really have no way of knowing if</p> <p>2 the Defendants have realized millions of dollars in</p> <p>3 revenue, it's just a guess, as far as you're</p> <p>4 concerned, right?</p> <p>5 A You have to ask my attorney.</p> <p>6 Q I'm asking you. As far as you're</p> <p>7 concerned, you, personally.</p> <p>8 A They did the investigation, not me.</p> <p>9 Q And you think that they did an</p> <p>10 investigation that shows that the Defendants have</p> <p>11 realized millions of dollars in revenue?</p> <p>12 A If that's what they say, they must have</p> <p>13 a basis to support that.</p> <p>14 Q I agree, they should have a basis to</p> <p>15 support that.</p> <p>16 A I don't know.</p> <p>17 Q You don't know?</p> <p>18 A I don't know how to --</p> <p>19 Q Okay.</p> <p>20 And as you -- as you sit here today, do</p> <p>21 you have a view as to how much damage the</p> <p>22 infringements have caused the Plaintiff?</p> <p>23 A How much damage caused the Plaintiff,</p> <p>24 me?</p> <p>25 Q Yeah.</p>
<p style="text-align: right;">Page 231</p> <p>1 A It's their application. I don't know.</p> <p>2 Q Okay.</p> <p>3 Paragraph 94 says, "Upon information and</p> <p>4 belief, Defendants, including, but not limited to,</p> <p>5 Defendant Does one through a hundred, have utilized</p> <p>6 the hotel photographs for purposes of trade,</p> <p>7 including promoting and advertising the bookings to</p> <p>8 the boutique and high-end hotels featured in those</p> <p>9 works; thus, realizing millions of dollars in</p> <p>10 revenue."</p> <p>11 How do you know that?</p> <p>12 A I already said I didn't do the research</p> <p>13 or whatnot. I don't know how to do all this</p> <p>14 research.</p> <p>15 You're asking me -- all I know is I</p> <p>16 submitted my documents.</p> <p>17 Q You realize I'm asking these questions</p> <p>18 because this is in a complaint that your company has</p> <p>19 filed against the Defendants. I'm not making that</p> <p>20 up. Right? You understand that?</p> <p>21 A I understand, but you have to try to</p> <p>22 understand, these are investigated by my attorney.</p> <p>23 My company doesn't know how to do all this</p> <p>24 investigation.</p> <p>25 Q Okay.</p>	<p style="text-align: right;">Page 233</p> <p>1 Well, the Plaintiff is Wave, LLC.</p> <p>2 A I don't know.</p> <p>3 Q You have no idea?</p> <p>4 A I mean, there's basis of calculation,</p> <p>5 and perhaps I could sit down and start calculating.</p> <p>6 Q Well, do you have -- this complaint was</p> <p>7 filed 4/23/2014. About a year ago.</p> <p>8 Yeah, more than a year ago.</p> <p>9 Do you personally, on behalf of the</p> <p>10 Plaintiff, have you ever sat down and calculated the</p> <p>11 damages that Wave, LLC has incurred?</p> <p>12 A The answer to that is yes, but based on</p> <p>13 many, many different things. Seven hundred fifty --</p> <p>14 you know, the different tier.</p> <p>15 I don't -- there's so many different</p> <p>16 ways to calculate.</p> <p>17 Q Well, you're the Plaintiff. Do you have</p> <p>18 a way to calculate the damages?</p> <p>19 A Yes.</p> <p>20 Q Have you done it?</p> <p>21 A For some.</p> <p>22 Q What's the number?</p> <p>23 A I can't remember because there's so</p> <p>24 many. There are four columns. If it's 750 per</p> <p>25 register -- I don't know. I mean, which one -- which</p>

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<p style="text-align: right;">Page 234</p> <p>1 one do we take?</p> <p>2 I don't know either.</p> <p>3 Q Yeah, you're the Plaintiff. Which one</p> <p>4 do you take? You haven't decided yet?</p> <p>5 MR. TOKE: Objection.</p> <p>6 You're being argumentative. She</p> <p>7 simply -- well, if you want to ask her a fact</p> <p>8 question.</p> <p>9 MR. SCHWARTZ: You've objected.</p> <p>10 MR. TOKE: Ask her a fact question.</p> <p>11 A You're asking me to remember numbers.</p> <p>12 How am I supposed to remember so many numbers from</p> <p>13 years to how much are the invoices that happened,</p> <p>14 like, nine, ten years ago, and how much are the</p> <p>15 damages when there's so many, and the different ways</p> <p>16 of calculation; how am I supposed to remember?</p> <p>17 Q Okay. I'm going to ask you a factual</p> <p>18 question.</p> <p>19 As you personally sit here today, do you</p> <p>20 have a value as to the injury incurred in this case</p> <p>21 by Plaintiff as a result of Defendants' actions?</p> <p>22 MR. TOKE: A total number?</p> <p>23 MR. SCHWARTZ: The question is on the</p> <p>24 floor.</p> <p>25 A To whom; all the Defendants?</p>	<p style="text-align: right;">Page 236</p> <p>1 Q Yes.</p> <p>2 A No.</p> <p>3 Q So you're under oath, you understand</p> <p>4 that?</p> <p>5 A Yes.</p> <p>6 Q And you're saying that as of today Wave,</p> <p>7 LLC has no opinion as to the damages that it has</p> <p>8 incurred by the Defendants as a result of all the</p> <p>9 claims you made in this case?</p> <p>10 A That's not what I said.</p> <p>11 MR. TOKE: That's not what she said.</p> <p>12 A I said Wave did not hire expert --</p> <p>13 expert to count this.</p> <p>14 Q That's not -- okay, that's fine, The</p> <p>15 Wave has not hired an expert to count it.</p> <p>16 Start all over again. Listen to my</p> <p>17 question.</p> <p>18 What is the amount of damages that Wave</p> <p>19 has incurred as a result of Defendants' actions in</p> <p>20 this lawsuit?</p> <p>21 A I have yet to sit down and count.</p> <p>22 Q Okay.</p> <p>23 MR. TOKE: Let's take a break for a</p> <p>24 second.</p> <p>25 MR. SCHWARTZ: Okay, take a break.</p>
<p style="text-align: right;">Page 235</p> <p>1 MR. SCHWARTZ: Could you read the</p> <p>2 question back?</p> <p>3 (Whereupon, the requested portion is</p> <p>4 read back by the reporter.)</p> <p>5 Q Do you understand the question?</p> <p>6 MR. TOKE: I want to ask one question:</p> <p>7 Defendants, apostrophe, like all of the Defendants?</p> <p>8 I think it's vague and ambiguous as to that. Or are</p> <p>9 you talking about just GHM?</p> <p>10 MR. SCHWARTZ: The word was plural.</p> <p>11 MR. TOKE: Right.</p> <p>12 Can you read the question back?</p> <p>13 Q Do you understand the question?</p> <p>14 Do you understand the question now?</p> <p>15 A Like, how much have Wave lost?</p> <p>16 Q Okay, if you want to say it that way;</p> <p>17 how much has Wave lost?</p> <p>18 A But to how many people? Is it to -- how</p> <p>19 many? Is it just GHM or all the Defendants here?</p> <p>20 Q All the Defendants.</p> <p>21 A I don't have the number. I need to sit</p> <p>22 down and count.</p> <p>23 Q Have you done -- has Wave, LLC hired an</p> <p>24 expert to calculate damages?</p> <p>25 A Hired -- hire an expert?</p>	<p style="text-align: right;">Page 237</p> <p>1 MR. TOKE: Let's go off.</p> <p>2 THE VIDEOGRAPHER: Going off the record</p> <p>3 at 6:25 p.m.</p> <p>4 (Brief recess taken.)</p> <p>5 THE VIDEOGRAPHER: We're back on the</p> <p>6 record at 6:35 p.m.</p> <p>7 MR. SCHWARTZ: Yes, I started to say off</p> <p>8 the record that I had no more questions, then Mr.</p> <p>9 Toke -- I have no more questions at the moment. Then</p> <p>10 Mr. Toke said that the witness wanted to make a</p> <p>11 statement.</p> <p>12 Q So you want to say something?</p> <p>13 A Yeah, I just want to clarify, because</p> <p>14 when you kept asking me all this paragraph by</p> <p>15 paragraph, I'm actually flustered, maybe most of us</p> <p>16 are, and I'm shutting down.</p> <p>17 I just want to say, all the paragraphs</p> <p>18 that you mentioned just now how -- how do you assume</p> <p>19 that there are millions of dollars of revenue, or how</p> <p>20 I assume that millions of people have seen it.</p> <p>21 Basic -- all this evidence, I give it to</p> <p>22 my lawyer.</p> <p>23 Q And that would be Cameron --</p> <p>24 A Mr. Cameron Reuber.</p> <p>25 Q Uh-huh.</p>

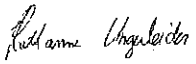
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<p style="text-align: right;">Page 238</p> <p>1 A And the Defendants are the biggest 2 travel sites in the world, so I don't think it is -- 3 even though it is an assumption, I don't think it is 4 wrong to say they have been viewed by millions of 5 people, that's one. 6 As to generating a lot of money for 7 whether the -- for the Defendants, I think -- I think 8 so because the hotels that I did, they're all luxury 9 hotels. Setai Miami costs no less than 1,000 a 10 night, and that's the cheapest, based on what I 11 found. Okay? 12 And you asked me for damages. 13 I don't have a -- like, a figure in 14 front of me, but I have done the calculations based 15 on how many photographs were infringed, how long they 16 have been infringed. 17 But if you ask -- all the Defendants 18 here, I have done the Excel sheets, just that if you 19 ask me to combine everything, I can't calculate that 20 fast. I don't have that. I don't have, like, all 21 together, how much. I don't have that all together, 22 but I have individual, like, website A, how much; 23 website B, how much. How many photographs did they 24 infringe? How did they use it? Was it used as 25 advertising or was it used to, you know -- whether</p>	<p style="text-align: right;">Page 240</p> <p>1 A Two, what's the media that they were 2 being used. 3 Q And what was the media that they were 4 being used, what were they, what were the media that 5 the photographs are being used, according to you? 6 A Well, Internet is one thing. 7 Q Yes. 8 A If you use it to -- if you printed it, 9 if you printed -- a print infringement would be more 10 expensive than an infringement on the Internet. 11 Q Are you aware of any print 12 infringements? 13 A Yes. 14 Q Okay. 15 And which infringements are those? 16 A I think the one that you just saw, the 17 magazine. 18 Q I'm sorry, I wasn't -- I only looked at 19 this top one. 20 So you want to show something? Feel 21 free. 22 A Yeah, the magazine. 23 I only have six volumes, and I believe 24 there are 13, because not only were these printed, 25 the electronic version was also uploaded as PDF</p>
<p style="text-align: right;">Page 239</p> <p>1 it's promotional or commercial purpose, I have done 2 that. 3 Q And when did you do that? 4 A This year. 5 Q Okay. 6 And did you do that on your own or did 7 somebody help you? 8 A I did that on my own, but I did ask a 9 friend to help me formulate Excel sheet so it's 10 easier for me to calculate. I don't know how to 11 formulate Excel. 12 Q Right. 13 So the friend just did computer stuff, 14 not substantive stuff? 15 A Yeah. 16 Q So did anybody -- did your lawyers ask 17 you to compile that Excel spreadsheet? 18 A They asked me the same question you 19 asked me, how much. So I have to have a basis on how 20 it's calculated. And I have done the calculation. 21 Q Okay. 22 And so what were the elements that went 23 into your calculation? 24 A One, how many photographs were involved. 25 Q Okay.</p>	<p style="text-align: right;">Page 241</p> <p>1 format and they were circulated. 2 Q Let me see. 3 It has a sticker on it, so I'll turn to 4 that page. 5 And whose magazine -- who publishes 6 this? 7 A GHM. 8 Q Okay. 9 And so this one has a sticker. 10 Which photograph; Carcosa Seri Negara? 11 A Yes, this one. 12 And, Mr. Schwartz, you will find 13 photography credit to my name, my Chinese name, Lee 14 Kar Yin. 15 Q Okay. 16 You have to excuse me for a second. 17 Is this one of the hotels that were -- 18 in paragraph ten that listed as work that you did at 19 the request of GHM, the Carcosa? 20 A Carcosa, yes. 21 Q Yes. Okay. 22 And so were you paid for these 23 photographs? 24 A For the rights to use these photographs? 25 No. I didn't even know that these</p>

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<p style="text-align: right;">Page 242</p> <p>1 existed.</p> <p>2 Q Okay.</p> <p>3 But you were paid -- you sent -- this</p> <p>4 goes in a circle a bit, but you sent an estimate to</p> <p>5 either GHM or Carcosa, right?</p> <p>6 A For the service of photography. I did</p> <p>7 not sell the rights to use.</p> <p>8 Q Okay.</p> <p>9 So that's -- right, we've discussed that</p> <p>10 subject before.</p> <p>11 Okay.</p> <p>12 All right.</p> <p>13 Have you -- in the damage -- what are</p> <p>14 the other elements that you considered in creating</p> <p>15 your Excel spreadsheet for damages?</p> <p>16 A How long they have been uploaded.</p> <p>17 Q Okay.</p> <p>18 A Well, basically, how long was the usage.</p> <p>19 Q Do you have any document on behalf of</p> <p>20 any one of the companies that we talked about --</p> <p>21 starting with Wave-S, do you have any document which</p> <p>22 specifically sets forth, by its expressed terms, in</p> <p>23 writing, a license fee to use a photograph on the</p> <p>24 Internet?</p> <p>25 A No.</p>	<p style="text-align: right;">Page 244</p> <p>1 A How much they are selling a copy of my</p> <p>2 work.</p> <p>3 Q Who's selling it?</p> <p>4 A Getty Images are selling it.</p> <p>5 Q And how much do they charge for that?</p> <p>6 A For Internet use, Internet, not media, I</p> <p>7 think it's about -- it's below 4,000.</p> <p>8 Q Okay.</p> <p>9 And how do you know that?</p> <p>10 A Because you can just select the picture.</p> <p>11 Getty has a calculation.</p> <p>12 Q On their site?</p> <p>13 A Yeah. You can just select a copy of my</p> <p>14 picture and put -- you can put what is the usage and</p> <p>15 how long is the usage and what is the circulation,</p> <p>16 whether it is just U.S. or worldwide. You can select</p> <p>17 the number of country.</p> <p>18 Q So Getty has -- on the Getty site, Getty</p> <p>19 has your picture and --</p> <p>20 A Copycat.</p> <p>21 Q I'm sorry?</p> <p>22 A Copycat. Someone out there copied my</p> <p>23 pictures. At one glance, they look alike.</p> <p>24 Q Well, are you saying that somebody took</p> <p>25 a photograph -- well, let me rephrase the question to</p>
<p style="text-align: right;">Page 243</p> <p>1 Back then, there was no Internet</p> <p>2 marketing.</p> <p>3 Q Okay.</p> <p>4 A And, also, for a basis of calculation, I</p> <p>5 actually found my photographs being copied, like,</p> <p>6 replicated.</p> <p>7 Q Okay, but my --</p> <p>8 MR. TOKE: Well, hold on. Let her</p> <p>9 finish. She's responding to your question.</p> <p>10 MR. SCHWARTZ: Actually, she's not</p> <p>11 responding to the question. She's going way beyond</p> <p>12 the question.</p> <p>13 But you can go on.</p> <p>14 MR. TOKE: Continue.</p> <p>15 A I need a basis -- you know, someone out</p> <p>16 there replicated my pictures, and it was uploaded on</p> <p>17 Getty Images, and this would be -- these pictures</p> <p>18 would have been done with authorization because you</p> <p>19 can't corner off the entire hotel without</p> <p>20 authorization. Okay? And I just used that license</p> <p>21 fees, they copied my work, and they're selling it for</p> <p>22 a certain price.</p> <p>23 Q Okay.</p> <p>24 And what license fee are you referring</p> <p>25 to?</p>	<p style="text-align: right;">Page 245</p> <p>1 the beginning.</p> <p>2 When did you find that out?</p> <p>3 A Sometime --</p> <p>4 MR. TOKE: Find what out?</p> <p>5 A The copycat.</p> <p>6 Q Yes -- no, no, that the picture is on</p> <p>7 the Getty site.</p> <p>8 A Sometime end of last year.</p> <p>9 Q Okay.</p> <p>10 Did you notify Getty to take it down?</p> <p>11 A It's a picture by someone else. They</p> <p>12 copied my picture. The person actually took it, but</p> <p>13 it's an exact replica of my picture. The only</p> <p>14 difference is -- the only difference is it's not so</p> <p>15 detailed.</p> <p>16 Q So, in other words, somebody took a</p> <p>17 picture of the same topic?</p> <p>18 A Yeah, but exact angle.</p> <p>19 Q Okay.</p> <p>20 And you think that's an infringement?</p> <p>21 A No, no, no. I did not say that's an</p> <p>22 infringement.</p> <p>23 Q Oh, I see. You're using that as the</p> <p>24 basis for the value of the license?</p> <p>25 A Correct.</p>

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<p style="text-align: right;">Page 246</p> <p>1 Q Okay, okay.</p> <p>2 Do you know the name of the person who</p> <p>3 took that photograph?</p> <p>4 A Something -- there is a Lee in the back.</p> <p>5 Q Okay.</p> <p>6 But it's not you?</p> <p>7 A No, it's a man.</p> <p>8 Q Would it be fair to say that there are</p> <p>9 different -- a picture by Pablo Picasso is different</p> <p>10 than a picture by Howard Schwartz, but that the name</p> <p>11 of the creator sometimes has its own value?</p> <p>12 A I think in terms of value, it really is</p> <p>13 on when you see the two pictures, which one has more</p> <p>14 quality.</p> <p>15 Q Okay, fair enough.</p> <p>16 So let me ask you, have you ever had a</p> <p>17 picture in Getty licensed, licensed through Getty?</p> <p>18 A No, I have never sold to anyone.</p> <p>19 Q Okay.</p> <p>20 Have you ever licensed any of your</p> <p>21 pictures for use anyplace, other than as we've</p> <p>22 discussed in this particular case?</p> <p>23 A I've been offered by Sandals.</p> <p>24 Q Okay.</p> <p>25 And is that offer in writing?</p>	<p style="text-align: right;">Page 248</p> <p>1 A No.</p> <p>2 Q Okay.</p> <p>3 MR. SCHWARTZ: And I call for the</p> <p>4 production of the worksheet that she said was created</p> <p>5 to come up with some number for damages.</p> <p>6 Okay. We're going to stop now. I think</p> <p>7 that's what I initially started to say, and we meet</p> <p>8 tomorrow at the Magistrate Judge, right.</p> <p>9 So this is just for the record, you</p> <p>10 don't have to respond to this.</p> <p>11 I took this deposition on behalf of GHM</p> <p>12 only. I'm not representing any other Defendants or</p> <p>13 any of their rights.</p> <p>14 And let's take a break. Let's stop for</p> <p>15 today.</p> <p>16 MR. TOKE: We're done.</p> <p>17 THE VIDEOGRAPHER: This completes</p> <p>18 today's testimony of Lee Kar Yin. We're going off</p> <p>19 the record at 6:49 p.m. This also includes media</p> <p>20 four.</p> <p>21 (Proceedings concluded at 6:49 p.m.)</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>
<p style="text-align: right;">Page 247</p> <p>1 A Yes, on E-mail.</p> <p>2 Q Okay.</p> <p>3 Do you have a copy of that?</p> <p>4 A I should be able to find it.</p> <p>5 Q Okay.</p> <p>6 When was that?</p> <p>7 A Either '09 or '10.</p> <p>8 Q Okay.</p> <p>9 And how much did Sandals offer?</p> <p>10 A Up to a thousand per picture.</p> <p>11 Q Okay.</p> <p>12 And this is in writing and you have it?</p> <p>13 A Yes.</p> <p>14 Q So --</p> <p>15 MR. SCHWARTZ: This is just between</p> <p>16 lawyers.</p> <p>17 I ask that that be produced for us.</p> <p>18 MR. TOKE: Sure.</p> <p>19 Q Other than that, have you ever -- did</p> <p>20 you agree to license it?</p> <p>21 A Not at that price, no.</p> <p>22 Q Okay.</p> <p>23 Do you have any other documents where</p> <p>24 you were offered to license your works or where you</p> <p>25 in fact, licensed your works?</p>	<p style="text-align: right;">Page 249</p> <p>1 CERTIFICATE</p> <p>2</p> <p>3 I, RUTHANNE UNGERLEIDER, a Certified Court</p> <p>4 Reporter and Notary Public, certify that the</p> <p>5 foregoing is a true and accurate transcript of the</p> <p>6 stenographic notes of the deposition of said witness</p> <p>7 who was first duly sworn by me, on the date and</p> <p>8 place hereinbefore set forth.</p> <p>9 I FURTHER CERTIFY that I am neither</p> <p>10 attorney, nor counsel for, nor related to or</p> <p>11 employed by, any of the parties to the action in</p> <p>12 which this deposition was taken, and further that I</p> <p>13 am not a relative or employee of any attorney or</p> <p>14 counsel in this case, nor am I financially</p> <p>15 interested in this case.</p> <p>16</p> <p>17</p> <p>18 </p> <p>19</p> <p>20</p> <p>21 RUTHANNE UNGERLEIDER, C.C.R., C.R.R.</p> <p>22 LICENSE NO. XIO1634, XIO0115</p> <p>23</p> <p>24</p> <p>25</p>

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Federal Rules of Civil Procedure

Rule 30

(e) Review By the Witness; Changes.

(1) Review; Statement of Changes. On request by the deponent or a party before the deposition is completed, the deponent must be allowed 30 days after being notified by the officer that the transcript or recording is available in which:

(A) to review the transcript or recording; and
(B) if there are changes in form or substance, to sign a statement listing the changes and the reasons for making them.

(2) Changes Indicated in the Officer's Certificate. The officer must note in the certificate prescribed by Rule 30(f)(1) whether a review was requested and, if so, must attach any changes the deponent makes during the 30-day period.

DISCLAIMER: THE FOREGOING FEDERAL PROCEDURE RULES ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY. THE ABOVE RULES ARE CURRENT AS OF SEPTEMBER 1, 2014. PLEASE REFER TO THE APPLICABLE FEDERAL RULES OF CIVIL PROCEDURE FOR UP-TO-DATE INFORMATION.

Exhibit “B”

1 IN THE UNITED STATES DISTRICT COURT
2 FOR THE SOUTHERN DISTRICT OF NEW YORK
3 Civil Action No. 7:13-cv-09239

4 -----x
5 THE WAVE STUDIOS, LLC,
6 Plaintiff,
7 vs.
8 GENERAL HOTEL MANAGEMENT LTD., et al.,
9 Defendants.
10 -----x

11 One Chase Manhattan Plaza
12 New York, New York 10005

12 **Condensed
Transcript**

13 September 9, 2015
14 10:41 a.m.

15 CONTINUED DEPOSITION of LEE KAR YIN, on
16 behalf of THE WAVE STUDIOS, LLC, the
17 Plaintiff in the above-entitled action, held
18 at the above time and place, taken before
19 Jessica R. Taft, a Notary Public of the
20 State of New York, pursuant to Order and
21 stipulations between Counsel.
22

23 * * *

24
25 Job No. NJ2126707

<p style="text-align: right;">Page 251</p> <p>1 APPEARANCES:</p> <p>2</p> <p>3 COBALT, LLP</p> <p>4 Attorneys for Plaintiff</p> <p>5 The Wave Studios, LLC</p> <p>6 918 Parker Street, Bldg. A21</p> <p>7 Berkeley, California 94710</p> <p>8 BY: VIJAY TOKE, ESQ.</p> <p>9</p> <p>10 CHIESA, SHAHINIAN & GIANOMASI, P.C.</p> <p>11 Attorneys for Defendant</p> <p>12 General Hotel Management Ltd.</p> <p>13 One Boland Drive</p> <p>14 West Orange, New Jersey 07052</p> <p>15 BY: HOWARD J. SCHWARTZ, ESQ.</p> <p>16 -and-</p> <p>17 ABIGAIL J. REMORR, ESQ.</p> <p>18</p> <p>19 CLAUSEN MILLER, P.C.</p> <p>20 Attorneys for Defendants</p> <p>21 About.com, Alliance Reservation Network</p> <p>22 d/b/a Reservetravel.com, BookIt, Expedia,</p> <p>23 Fareportal d/b/a Cheapair.com, Farebuzz,</p> <p>24 Frommer, Getaroom, Hotels.com, Hotelsbyme,</p> <p>25 Hotelplanner, Insavelycheapflights.com,</p> <p>JetBlue, Kayak, Lonely Planet, Metro Travel</p> <p>Guide, Metro Travel Guide, Netadvantage,</p> <p>Partner Fusion, Inc., Reservation Counter</p> <p>d/b/a ReservationCounter.com, Pegasus,</p> <p>Random House d/b/a Fodors.com, This Exit,</p> <p>J.J.C-Roadside America, Travelocity,</p> <p>Tripadvisor, United Airlines, Gogobot, Inc.</p> <p>d/b/a gogobot.com, Qantas Airways, Ltd., WK</p> <p>Travel, Inc., VFM Leonardo, Inc.</p> <p>One Chase Manhattan Plaza, 39th Floor</p> <p>New York, New York 10005</p> <p>BY: MATTHEW J. VANDUSEN, ESQ.</p>	<p style="text-align: right;">Page 253</p> <p>1 LEE KAR YIN, having been first duly</p> <p>2 sworn by a Notary Public within and for the</p> <p>3 State of New York, was examined and</p> <p>4 testified under oath as follows:</p> <p>5 EXAMINATION BY</p> <p>6 MR. SCHWARTZ:</p> <p>7 Q Do you understand you are under oath?</p> <p>8 A Yes.</p> <p>9 Q And as we said during the first</p> <p>10 session, I am going to ask you a series of</p> <p>11 questions. Do you understand that?</p> <p>12 A Yes.</p> <p>13 Q And if you answer the question,</p> <p>14 we are going to assume that that is the best</p> <p>15 answer you can give today and that you are</p> <p>16 swearing that it is true. Agreed?</p> <p>17 A Yes.</p> <p>18 Q Have you reviewed the transcript</p> <p>19 of your previous deposition?</p> <p>20 A Transcript, no. We reviewed the video.</p> <p>21 Q Did you watch the video of the</p> <p>22 previous deposition?</p> <p>23 A Yes.</p> <p>24 Q As you are sitting here now, is</p> <p>25 there anything that occurred during that</p>
<p style="text-align: right;">Page 252</p> <p>1</p> <p>2 STIPULATIONS</p> <p>3</p> <p>4</p> <p>5 IT IS HEREBY STIPULATED AND AGREED by</p> <p>6 and between the attorneys for the respective</p> <p>7 parties hereto that the sealing, filing and</p> <p>8 certification of the transcript of the</p> <p>9 within examination before trial be, and the</p> <p>10 same hereby are waived.</p> <p>11</p> <p>12 IT IS FURTHER STIPULATED AND AGREED</p> <p>13 that said transcript may be signed and sworn</p> <p>14 to before any Notary Public or Commissioner</p> <p>15 of Deeds with the same force and effect as</p> <p>16 if signed and sworn to before an officer of</p> <p>17 this Court.</p> <p>18</p> <p>19 IT IS FURTHER STIPULATED AND AGREED</p> <p>20 that all objections, except as to the form</p> <p>21 of the questions, are reserved to the time</p> <p>22 of the trial.</p> <p>23</p> <p>24</p> <p>25</p>	<p style="text-align: right;">Page 254</p> <p>1 LEE KAR YIN</p> <p>2 deposition that you want to correct?</p> <p>3 A Yes, I do.</p> <p>4 Q What?</p> <p>5 A I went back to check my records.</p> <p>6 One, I got to know Mr. John Jennison in 2010</p> <p>7 by e-mail introduction and mistaken he was</p> <p>8 someone else in 2009, 2009.</p> <p>9 Q I am sorry, I couldn't hear the</p> <p>10 last part. So you met Mr. Jennison in 2010.</p> <p>11 I couldn't get the last sentence.</p> <p>12 A I mistaken him for another</p> <p>13 gentleman in 2009, which I met in Arlington.</p> <p>14 Q So, you mistook Mr. Jennison for</p> <p>15 another gentleman?</p> <p>16 A Yes.</p> <p>17 Q So you met Mr. Jennison for the</p> <p>18 first time in 2010?</p> <p>19 A In 2010.</p> <p>20 Q Do you know what month?</p> <p>21 A End of 2010.</p> <p>22 Q Any other corrections you want to make?</p> <p>23 A Yes. Also, the -- you asked me</p> <p>24 who prepared the 2007 and 2008 assignment,</p> <p>25 I went back to check. I prepared it. I</p>

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<p style="text-align: right;">Page 255</p> <p>1 LEE KAR YIN</p> <p>2 just filled in the company's name on the</p> <p>3 template and -- yeah, and then I made an</p> <p>4 appointment with U.S. Embassy and we had it</p> <p>5 signed and notarized at the U.S. Embassy in</p> <p>6 Singapore. They think that -- of course,</p> <p>7 U.S. Embassy say, "Oh, you cannot notarize</p> <p>8 anything that is backdated," so they will</p> <p>9 put the date of when it was notarized.</p> <p>10 So I said, "Okay." My friend</p> <p>11 said, "Okay, doesn't matter, because they</p> <p>12 are all your companies and it is okay."</p> <p>13 Even if it is in 2012 or 2011, it is now or</p> <p>14 then. That was my thought. And by so</p> <p>15 doing, I thought I will save some money.</p> <p>16 Q Who was your friend who told you that?</p> <p>17 A Sarah. Sarah is the one who</p> <p>18 signed the -- my signature on the left and</p> <p>19 Sarah signed on the right in front of a</p> <p>20 notary public, you call it, but it was done</p> <p>21 at the U.S. Embassy.</p> <p>22 Q What relation is Sarah to you?</p> <p>23 A A friend.</p> <p>24 Q Is she a lawyer?</p> <p>25 A No.</p>	<p style="text-align: right;">Page 257</p> <p>1 LEE KAR YIN</p> <p>2 A That is about all I can remember.</p> <p>3 Q Did you discuss these changes</p> <p>4 with anybody?</p> <p>5 MR. TOKE: Objection to the</p> <p>6 extent that it calls for</p> <p>7 attorney-client privilege.</p> <p>8 So, I don't want you to reveal</p> <p>9 any attorney-client privilege with</p> <p>10 anyone else.</p> <p>11 BY MR. SCHWARTZ:</p> <p>12 Q You can make the decision whether</p> <p>13 you want to or not. You can consult with</p> <p>14 your lawyer about it, but it is your</p> <p>15 decision to make, not your lawyer's decision</p> <p>16 about whether you want to.</p> <p>17 A You mean, did I consult anyone?</p> <p>18 Q Yes.</p> <p>19 MR. TOKE: I am telling you</p> <p>20 that you should not reveal any</p> <p>21 attorney-client privilege.</p> <p>22 THE WITNESS: Then I choose not</p> <p>23 to answer.</p> <p>24 MR. SCHWARTZ: So that is on</p> <p>25 the record, that he instructed her not</p>
<p style="text-align: right;">Page 256</p> <p>1 LEE KAR YIN</p> <p>2 Q What is her business profession?</p> <p>3 A She is a PR manager at Dell.</p> <p>4 Q Can you explain how come you didn't</p> <p>5 remember that during the last deposition?</p> <p>6 A Because I filled in hundreds and</p> <p>7 hundreds of forms, and at that point in time</p> <p>8 the registration -- I only remember communicating</p> <p>9 with John because he helped to register everything</p> <p>10 pertaining to U.S. and so on, so immediately</p> <p>11 I just thought, Oh, it should be John.</p> <p>12 Q Is there anything else you want</p> <p>13 to change?</p> <p>14 A The first GHM website that Wave</p> <p>15 designed was on 2005.</p> <p>16 Q And did you look at something to</p> <p>17 refresh your recollection that that was the</p> <p>18 date of the first GHM website?</p> <p>19 A Yes, because I had to find who</p> <p>20 the copywriter, I mean, who the people who</p> <p>21 contributed to the creation of the website.</p> <p>22 So I found the copywriter e-mailing me the</p> <p>23 copies for different hotels, and that was</p> <p>24 Michele Yansen and that was in 2005.</p> <p>25 Q Anything else you want to change?</p>	<p style="text-align: right;">Page 258</p> <p>1 LEE KAR YIN</p> <p>2 to answer?</p> <p>3 THE REPORTER: Yes.</p> <p>4 MR. SCHWARTZ: Can you repeat</p> <p>5 the question because it is not -- could</p> <p>6 you just repeat the question I asked.</p> <p>7 (Thereupon, the record was read</p> <p>8 back by the reporter as recorded above.)</p> <p>9 BY MR. SCHWARTZ:</p> <p>10 Q It is yes or no.</p> <p>11 A Yes, I told my friend Sarah.</p> <p>12 Q Did you mention the changes to</p> <p>13 your lawyer?</p> <p>14 A No, I just told Sarah. The</p> <p>15 assignments are redundant. We didn't even</p> <p>16 have to go through all this.</p> <p>17 Q So, the changes that you have</p> <p>18 identified so far today you did not discuss</p> <p>19 with any lawyer?</p> <p>20 A I am not going to answer that.</p> <p>21 Q I am sorry?</p> <p>22 A I am not going to answer. Can I</p> <p>23 choose not to answer that?</p> <p>24 Q No.</p> <p>25 MR. SCHWARTZ: Can you repeat</p>

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1 LEE KAR YIN
 2 the question?
 3 (Thereupon, the record was read
 4 back by the reporter as recorded above.)
 5 THE WITNESS: I discussed with
 6 my lawyer.
 7 BY MR. SCHWARTZ:
 8 Q Who is that?
 9 A Vijay.
 10 Q Okay. Did you discuss it with
 11 him before you made the change in your mind?
 12 Let me rephrase that.
 13 Did you tell him that you think
 14 there should be changes, or did he say to
 15 you that there may be changes?
 16 A No.
 17 MR. TOKE: Again, I am going to
 18 object. Attorney-client, calls for
 19 attorney-client privilege and that is
 20 a privileged communication.
 21 MR. SCHWARTZ: Are you
 22 instructing her not to answer?
 23 MR. TOKE: Yes, I am
 24 instructing her not to answer.
 25 BY MR. SCHWARTZ:

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1 LEE KAR YIN
 2 Q Did you review the video with
 3 your lawyer?
 4 A Yes.
 5 Q After you reviewed it with him,
 6 did you come to any conclusions about the
 7 things you said during the deposition?
 8 A The last thing --
 9 Q I will rephrase the question.
 10 After you consulted with your
 11 lawyer, did you --
 12 A After reviewing it, not consulting.
 13 Q Okay. After reviewing it with
 14 your lawyer, Mr. Toke?
 15 A Uh-huh, I did.
 16 Q Did you, after reviewing it with
 17 Mr. Toke, realize that there should be changes?
 18 A After. I wouldn't say I realized
 19 it after reviewing because I went back to
 20 search like when was 2007, 2009 or 2008
 21 assignments were done and reviewing the
 22 video. I need to hear what was said. So I
 23 said, "Oh, this is wrong."
 24 Q I am going to show you what has
 25 been previously marked as Exhibit 14, which

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1 LEE KAR YIN
 2 is a copy of the amended complaint. Just
 3 take a look at that, if you would like. And
 4 if you can, just look at paragraph 11 first
 5 on page five. Do you have that?
 6 A Yes.
 7 Q Do you want to read it first?
 8 How did you determine the
 9 business of VFM Leonardo as described in
 10 paragraph 11?
 11 A I actually went to check who VFM
 12 Leonardo is when I found VFM Leonardo
 13 putting their name on my pictures, claiming
 14 -- you know, basically, it is implying that
 15 the pictures, my pictures, Wave pictures,
 16 are from them or by them since there is no
 17 other name.
 18 Like, who is VFM Leonardo? So I
 19 went, I Googled, okay? And that is how I
 20 found out more about them. That is one.
 21 Number two, I also found VFM
 22 Leonardo putting the advertisement, like the
 23 V brochure they call it, is for \$80 per
 24 month. And if the evidence is what they
 25 consider as V brochure, there are eight

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1 LEE KAR YIN
 2 pictures, so basically I would assume that
 3 anyone can sign up to subscribe to the V
 4 brochure at \$80 per month.
 5 Q When did you find that out?
 6 A From the evidence, probably about
 7 2012, thereabouts.
 8 Q Do you have any file that
 9 indicates that you determined that in 2012?
 10 A No, it is just based on evidence.
 11 Once I saw it, I am like, who is VFM Leonardo?
 12 Q But --
 13 A Prior to that I wouldn't know.
 14 When I see a picture, my picture, and VFM
 15 Leonardo giving themselves the credit. And
 16 not only that. They distorted my picture.
 17 They saturated my picture. They tamper with
 18 my picture.
 19 Q Do you have a copy of that?
 20 A Yes.
 21 Q Where is that?
 22 MR. TOKE: I believe they were
 23 produced.
 24 BY MR. SCHWARTZ:
 25 Q How do you know it was 2012 that

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<p style="text-align: right;">Page 263</p> <p>1 LEE KAR YIN</p> <p>2 you did that research?</p> <p>3 A I started from 2012 to 2013, so I</p> <p>4 wouldn't know whether it is 2013 or 2012.</p> <p>5 Q What happened in 2012 that caused</p> <p>6 you to do research on VFM?</p> <p>7 A I mean, look, someone else is</p> <p>8 claiming credit to my picture and they are</p> <p>9 selling. Like, who are these people?</p> <p>10 Q When did you first find that out?</p> <p>11 A I just told you, based on</p> <p>12 evidence. I mean, if you look at the</p> <p>13 evidence, you will have the date, as</p> <p>14 recaptured the evidence.</p> <p>15 Q So the first time you determined</p> <p>16 that VFM, according to you, was using your</p> <p>17 pictures was 2012?</p> <p>18 A Yes.</p> <p>19 Q And what caused you to look at</p> <p>20 VFM in 2012?</p> <p>21 A I saw it on another site. I</p> <p>22 either saw it on About.com -- I didn't</p> <p>23 specifically look for VFM because I didn't</p> <p>24 know, but my pictures appeared on About.com.</p> <p>25 So when I click, VFM came on and the credit line.</p>	<p style="text-align: right;">Page 265</p> <p>1 LEE KAR YIN</p> <p>2 search on Google and then all these words</p> <p>3 came out, all these words, and I just</p> <p>4 clicked on any of the links.</p> <p>5 Q What in your mind is the</p> <p>6 connection between GHM and VFM?</p> <p>7 A I have no idea. My first</p> <p>8 question was, Where did VFM get all these</p> <p>9 pictures from? And how can they put their</p> <p>10 name on my pictures?</p> <p>11 Q So, after you had that question</p> <p>12 in your mind in 2012, "How did VFM get my</p> <p>13 pictures?", what did you do?</p> <p>14 A I went to find out who VFM is.</p> <p>15 Q Did you notify VFM that they were</p> <p>16 using your pictures in 2012?</p> <p>17 A No.</p> <p>18 Q Did you notify GHM that you thought</p> <p>19 that VFM was using your pictures in 2012?</p> <p>20 A No.</p> <p>21 Q Why not?</p> <p>22 A I think I answered that already</p> <p>23 in my first deposition.</p> <p>24 I have asked or rather pleaded</p> <p>25 for unpaid bills to be paid for years. And</p>
<p style="text-align: right;">Page 264</p> <p>1 LEE KAR YIN</p> <p>2 Q When were you looking at About.com?</p> <p>3 A Sir, I told you already. Every,</p> <p>4 all the evidence is from 2012 to 2013.</p> <p>5 Q Okay. What made you start</p> <p>6 looking in 2012 at About.com?</p> <p>7 A I think I told you in the first</p> <p>8 deposition there's one link to another and</p> <p>9 another. And when I typed -- let's just say</p> <p>10 on Google I just typed Setai, S-E-T-A-I, and</p> <p>11 all these -- you know, when you do a Google</p> <p>12 search, all these words will come on. I</p> <p>13 wouldn't know if my picture is inside. I</p> <p>14 just clicked. And then when I click, I saw it.</p> <p>15 Q So my question is: What made you</p> <p>16 look in 2012 as compared to 2011 or 2010?</p> <p>17 A Because I first saw it from the</p> <p>18 Facebook, I told you already. I saw my</p> <p>19 picture on a banner advertisement. I am</p> <p>20 like, what is this? So I click on the</p> <p>21 banner, and then another window came on and</p> <p>22 my pictures were there.</p> <p>23 And I said, What is happening?</p> <p>24 So, just out of the blue, I just put, okay,</p> <p>25 let's see, Setai. I just typed Setai to</p>	<p style="text-align: right;">Page 266</p> <p>1 LEE KAR YIN</p> <p>2 I was not -- not only was I ignored, the</p> <p>3 final e-mail says, "It is none of our</p> <p>4 business." Okay? Whatever Wave did with</p> <p>5 whichever hotels, it is not GHM's</p> <p>6 responsibility.</p> <p>7 It is a fact, it is a fact that</p> <p>8 GHM maintained even in Singapore court,</p> <p>9 "Whatever bills to the hotels, please, go</p> <p>10 get your payment from the hotels, not us.</p> <p>11 It has nothing to do with us."</p> <p>12 Okay. When I found in 2012, who</p> <p>13 do I go to, because GHM already said, "It is</p> <p>14 none of our business."</p> <p>15 Q Okay. So, you have no idea of</p> <p>16 any relationship between GHM and VFM?</p> <p>17 A No.</p> <p>18 Q No, that is correct, you have no idea?</p> <p>19 A Yes, I have no idea.</p> <p>20 Q Then the next, I think the next</p> <p>21 paragraph describes a company called Pegasus</p> <p>22 Solutions, if you look at number 12. If you</p> <p>23 want to read that for a second, you can.</p> <p>24 A Okay.</p> <p>25 Q What is the relationship in your</p>

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<p style="text-align: right;">Page 267</p> <p>1 LEE KAR YIN</p> <p>2 mind between Pegasus and GHM?</p> <p>3 A I do not know.</p> <p>4 Q You have no idea?</p> <p>5 A Yes, I have no idea.</p> <p>6 Q If you would look at paragraph 76</p> <p>7 on page 21, please.</p> <p>8 MR. TOKE: Paragraph 76?</p> <p>9 MR. SCHWARTZ: Yes.</p> <p>10 MR. TOKE: Okay.</p> <p>11 BY MR. SCHWARTZ:</p> <p>12 Q You have read that?</p> <p>13 A Read?</p> <p>14 Q You have read it just now, right?</p> <p>15 A Yes.</p> <p>16 Q So, when each project was done, I</p> <p>17 think you have already testified that you</p> <p>18 would deliver a CD read only to --</p> <p>19 A Memory.</p> <p>20 Q -- read only memory, all right,</p> <p>21 to GHM and the hotel that ordered it, correct?</p> <p>22 A I said the CD ROM, read only</p> <p>23 memory, was delivered to GHM and the general</p> <p>24 manager of the hotel, whom -- I am not sure,</p> <p>25 but whom also has at, let's say,</p>	<p style="text-align: right;">Page 269</p> <p>1 LEE KAR YIN</p> <p>2 hotel, like their staff, or paid by GHM, so</p> <p>3 it is GHM staff.</p> <p>4 Q So you have no idea whether it is</p> <p>5 hotel's stuff, as you put it, or GHM's</p> <p>6 stuff, as you put it?</p> <p>7 A Correct, but --</p> <p>8 MR. TOKE: Staff.</p> <p>9 BY MR. SCHWARTZ:</p> <p>10 Q Staff or stuff?</p> <p>11 A Staff, S-T-A-F-F.</p> <p>12 Q Okay. But, in any event, it is</p> <p>13 clear that there were two CDs that were sent,</p> <p>14 one to GHM and one physically to the hotel?</p> <p>15 A Yes, so that the general manager</p> <p>16 can show it to the owner that Wave did the job.</p> <p>17 Q So paragraph 76 says, "Aside from</p> <p>18 her legal counsel and certain government</p> <p>19 agencies, Ms. Lee did not disclose the hotel</p> <p>20 photographs to anyone other than GHM or</p> <p>21 otherwise allow them to be publicly disseminated</p> <p>22 in any manner, including on the Internet."</p> <p>23 That's not exactly correct</p> <p>24 because you sent a copy to the hotel, right?</p> <p>25 MR. TOKE: Objection, argumentative.</p>
<p style="text-align: right;">Page 268</p> <p>1 LEE KAR YIN</p> <p>2 Hans.Meier@GHMHotels.com. I think I have</p> <p>3 testified to that.</p> <p>4 Q But you understood that, or in</p> <p>5 your mind were you delivering one CD ROM to</p> <p>6 GHM and one CD ROM to the hotel itself?</p> <p>7 A To GHM, to the general manager,</p> <p>8 so that they can verify Wave did the job in</p> <p>9 order to get payment.</p> <p>10 Q You mean the general manager at</p> <p>11 the hotel, correct?</p> <p>12 A Yes.</p> <p>13 Q In your mind you considered the</p> <p>14 general manager an employee of GHM, right?</p> <p>15 A I am not too sure because GHM</p> <p>16 chooses to take position A when it suits</p> <p>17 them and takes position B when it suits</p> <p>18 them. I don't know who pays the general</p> <p>19 manager's salary.</p> <p>20 Q Would that make a difference to</p> <p>21 you who paid the general manager's salary?</p> <p>22 A Because you are asking me?</p> <p>23 Q Yes.</p> <p>24 A So, it is to the hotel. I don't</p> <p>25 know if the general manager is paid by the</p>	<p style="text-align: right;">Page 270</p> <p>1 LEE KAR YIN</p> <p>2 THE WITNESS: I am sorry, I</p> <p>3 think I have answered that like many,</p> <p>4 many times. And I am trying very hard</p> <p>5 to explain to you that I sent it to</p> <p>6 the general manager, whom I do not</p> <p>7 know whether works for hotel or GHM</p> <p>8 because all the communications have at</p> <p>9 GHM Hotels dot-com.</p> <p>10 So it is Hans.Meier@GHMHotels.com,</p> <p>11 Eleanor.Hardy@GHMHotels.com. Even the</p> <p>12 PR manager for Setai is</p> <p>13 Detyanni.Puri@GHMHotels.com.</p> <p>14 BY MR. SCHWARTZ:</p> <p>15 Q So you don't know, correct?</p> <p>16 A All I know is it is given to them</p> <p>17 to verify so that we can get payment. Even</p> <p>18 so, Wave did not get payment for some of them.</p> <p>19 Q Let me show you what is Exhibit 2</p> <p>20 to your complaint. I only have one copy, so</p> <p>21 do you want --</p> <p>22 A Correction. Masano had some</p> <p>23 copies because -- Masano Kawana. I have a</p> <p>24 correction for paragraph 76.</p> <p>25 Those -- how do I explain this?</p>

6 (Pages 267 - 270)

<p style="text-align: right;">Page 271</p> <p>1 LEE KAR YIN</p> <p>2 I will try to explain this as best I can.</p> <p>3 Those images were not created</p> <p>4 with a touch of a button. They go through</p> <p>5 lengthy postproduction process done by four</p> <p>6 people around the clock. Collectively,</p> <p>7 those images were created no less, by using</p> <p>8 no less than 10 to 15 years. Okay? And</p> <p>9 Masano had to get it from me for his self,</p> <p>10 for his website, for his self-promotional</p> <p>11 items, as I have explained before.</p> <p>12 So, Masano has a few copies after</p> <p>13 we put together all the pictures. The</p> <p>14 original pictures do not look like that.</p> <p>15 Q Any other corrections you want to</p> <p>16 make to paragraph 76?</p> <p>17 A Yes. Two other people also got</p> <p>18 like 10 to 15 pictures. One is Mr. Laden</p> <p>19 Thompson. He was the lighting designer. He</p> <p>20 only wanted pictures to showcase his</p> <p>21 lighting for the hotel. And the other</p> <p>22 person who asked also for own website is</p> <p>23 Mr. Koichi, Koichisan.</p> <p>24 Q Can you spell that for the</p> <p>25 reporter, please.</p>	<p style="text-align: right;">Page 273</p> <p>1 LEE KAR YIN</p> <p>2 (Thereupon, the document was</p> <p>3 marked Exhibit 16 for identification,</p> <p>4 as of this date.)</p> <p>5 BY MR. SCHWARTZ:</p> <p>6 Q So this is Exhibit 2 to your</p> <p>7 complaint, which appears to be screenshots</p> <p>8 from, at least the first page is from</p> <p>9 Kayak.com.</p> <p>10 So, you have identified here --</p> <p>11 or, can you tell me what this is? What does</p> <p>12 the first page of Exhibit 2 indicate?</p> <p>13 MR. TOKE: And let's be clear,</p> <p>14 Exhibit 2 to the complaint, which is</p> <p>15 Exhibit 16 to her deposition.</p> <p>16 MR. SCHWARTZ: Yes.</p> <p>17 MR. TOKE: Just for the record.</p> <p>18 BY MR. SCHWARTZ:</p> <p>19 Q What is that?</p> <p>20 A That is the evidence screenshot.</p> <p>21 Q It is an evidence screenshot?</p> <p>22 A Screenshot evidence.</p> <p>23 Q And so the yellow tag is</p> <p>24 something that you put on?</p> <p>25 A Uh-huh. Yes.</p>
<p style="text-align: right;">Page 272</p> <p>1 LEE KAR YIN</p> <p>2 A K-O-I-C-H-I. Mr. Koichi. San is</p> <p>3 just a respective term. From Spin Design,</p> <p>4 Koichi was in charge of restaurant design,</p> <p>5 like interior. So they wanted some pictures</p> <p>6 to put on their website for self-promotion,</p> <p>7 but they only got like specific pictures</p> <p>8 that will showcase what they did.</p> <p>9 Like lighting, Laden Thompson got</p> <p>10 lighting. He wanted only lighting. I think</p> <p>11 he was given about 10 to 20 pictures just on</p> <p>12 lighting.</p> <p>13 And Koichi, Koichi only asked for</p> <p>14 Setai restaurant that he designed, and that</p> <p>15 is also about 10 to 20. They don't want any</p> <p>16 other pictures.</p> <p>17 Q So you read this amended</p> <p>18 complaint before it was filed, right?</p> <p>19 A Yes, briefly, yes.</p> <p>20 Q And so, why didn't you make the</p> <p>21 corrections when you read paragraph 76 at</p> <p>22 the time before it was filed?</p> <p>23 A I overlooked.</p> <p>24 Q So let me show you Exhibit 2 to</p> <p>25 your complaint.</p>	<p style="text-align: right;">Page 274</p> <p>1 LEE KAR YIN</p> <p>2 Q And so, the yellow tag shows that</p> <p>3 Kayak is using a particular photograph that</p> <p>4 is from one of your copyright registrations;</p> <p>5 is that correct?</p> <p>6 A That is correct.</p> <p>7 Q Can you tell me, what is the</p> <p>8 relationship between General Hotel</p> <p>9 Management and that picture?</p> <p>10 A I don't know. That is what discovery</p> <p>11 is all about. I am trying to find out.</p> <p>12 Q So, when you filed this</p> <p>13 complaint, you had no idea of how Kayak got</p> <p>14 a copy of that picture?</p> <p>15 A All I know is these pictures,</p> <p>16 Koichi doesn't have, Laden Thompson doesn't</p> <p>17 have. They are not interested in these kind</p> <p>18 of pictures. And Wave delivered, we only,</p> <p>19 memory CD to GHM.</p> <p>20 Q And the hotel manager, right?</p> <p>21 A And the general manager.</p> <p>22 Q So, as you sit here today, you</p> <p>23 have no idea if GHM had any connection to</p> <p>24 that picture appearing on Kayak.com?</p> <p>25 A That is correct.</p>

7 (Pages 271 - 274)

Page 275

1 LEE KAR YIN

2 Q And when you --

3 A But I would assume because those

4 are the only people I gave to, because

5 Masano told me he always -- he always tell

6 me, "I need some pictures only for

7 self-promotion or for my website."

8 Q So, what is the date of this

9 particular screenshot from deposition

10 Exhibit 16, Exhibit 2 to the complaint,

11 amended complaint?

12 A I am sorry, I cannot answer that

13 because I cannot remember.

14 Q Is there a date on this? Is

15 there a date up there?

16 A That is Friday, 10:51 p.m. This

17 only appears if I type, if I type -- like,

18 if you do a search, you just simply put

19 whichever date on the search, see whether it

20 is available or not. You know, arrival,

21 departure.

22 Q So, at some point, probably in

23 2012, you think --

24 A Yes.

25 Q -- you --

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1 LEE KAR YIN

2 A Should be 2012, 2013.

3 Q Just let's look at the first page

4 for a second, stay on the Kayak one. You

5 believed, at that time when you saw that,

6 that GHM was responsible for that picture

7 appearing on Kayak, right?

8 MR. TOKE: Objection, misstates

9 the testimony.

10 MR. SCHWARTZ: Listen, I didn't

11 say that is her testimony. I am

12 asking a question. I am entitled to

13 ask a question.

14 MR. TOKE: You are, but when

15 you ask a question --

16 MR. SCHWARTZ: Listen, I am not

17 going to have an argument with you.

18 You objected. That is it.

19 You can answer the question.

20 THE WITNESS: Can you repeat

21 the question?

22 MR. SCHWARTZ: Can you read it back?

23 (Thereupon, the record was read

24 back by the reporter as recorded above.)

25 THE WITNESS: When I saw these

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1 LEE KAR YIN

2 pictures, my mind went blank. But if

3 you asked me do I link it to GHM, I

4 only gave it to GHM. Who gave it to

5 them, I, too, would like to find out.

6 BY MR. SCHWARTZ:

7 Q Did you take any steps to try to

8 find out?

9 A How?

10 Q So the answer to my question is

11 no, you took no steps?

12 A Yes.

13 Q Okay. You didn't make any

14 inquiries to Kayak itself as to how it got

15 the picture, right?

16 A There are so many. You mean I

17 have to write to all of them?

18 Q It is right that you didn't make

19 any inquiries to Kayak as to how they got

20 the picture, right?

21 A No.

22 Q You didn't make any inquiries at

23 GHM as to how Kayak got that picture, right?

24 A GHM wouldn't want to communicate

25 with me.

Page 278

1 LEE KAR YIN

2 Q So the answer to my question is

3 it is correct, you made no attempt to

4 contact GHM?

5 A Yes.

6 Q Did you make any attempt to

7 contact the hotel itself in that picture?

8 A No.

9 Q Why not?

10 A I don't know who gave it to them.

11 Q But I am asking you: Why didn't

12 you contact the hotel in 2012 when you saw

13 that picture on Kayak?

14 A Because there will be a lot of

15 people to contact. How am I supposed to do that?

16 Q So the answer is it is too much

17 effort for you to contact the hotel?

18 MR. TOKE: Objection.

19 THE WITNESS: Can I just say

20 this? I found out this, a lot of

21 them, I didn't know what to do.

22 Please don't, try not to assume that

23 everyone is like so high tech and

24 everyone knows what to do. You know,

25 my mind went blank. I have to ask --

8 (Pages 275 - 278)

<p style="text-align: right;">Page 279</p> <p>1 LEE KAR YIN</p> <p>2 (Thereupon, a discussion was</p> <p>3 held off the record.)</p> <p>4 THE WITNESS: What I did was,</p> <p>5 the next best thing I knew what to do</p> <p>6 is to consult a lawyer. What do I do?</p> <p>7 BY MR. SCHWARTZ:</p> <p>8 Q Which lawyer did you consult?</p> <p>9 A John.</p> <p>10 Q John Jennison?</p> <p>11 A Yes.</p> <p>12 Q In America?</p> <p>13 A Yes..</p> <p>14 Q Were you represented by lawyers</p> <p>15 at the time you found this Exhibit 16 --</p> <p>16 A Right at that time?</p> <p>17 MR. TOKE: Let him finish the</p> <p>18 question.</p> <p>19 BY MR. SCHWARTZ:</p> <p>20 Q At the time you found the</p> <p>21 deposition Exhibit 16, weren't you</p> <p>22 represented by lawyers in the lawsuit</p> <p>23 against GHM in Singapore?</p> <p>24 A Rajah & Tarin, my lawyer,</p> <p>25 Mr. Thong Chee Kun, said he is not a</p>	<p style="text-align: right;">Page 281</p> <p>1 LEE KAR YIN</p> <p>2 registered by GHM.</p> <p>3 Q Listen to me.</p> <p>4 A Yeah, but that is the site for</p> <p>5 the hotel. You are asking me why didn't I</p> <p>6 sue the hotel. Did I understand it correctly?</p> <p>7 Q Correct.</p> <p>8 A So, I saw the Nam Hai Hoi An, but</p> <p>9 the registrant is also GHM. I saw --</p> <p>10 Q What do you mean the registrant</p> <p>11 is also GHM?</p> <p>12 A That means the owner of the site</p> <p>13 is GHM.</p> <p>14 Q Where did you see that?</p> <p>15 A WHOIS.</p> <p>16 Q You saw it on WHOIS?</p> <p>17 A Yes. Then I think Chedi Muscat</p> <p>18 is also, the registrant is also GHM.</p> <p>19 Q What do you mean the registrant,</p> <p>20 the person who registered the website is GHM?</p> <p>21 A That is what it states in WHOIS.</p> <p>22 Q Let's say the person or the</p> <p>23 entity who registered the website is GHM.</p> <p>24 Why didn't you sue the hotels?</p> <p>25 A Because we -- what I understood</p>
<p style="text-align: right;">Page 280</p> <p>1 LEE KAR YIN</p> <p>2 copyright lawyer.</p> <p>3 Q Did you ask them to recommend a</p> <p>4 copyright lawyer in Singapore?</p> <p>5 A No, because since I know John and</p> <p>6 John is familiar with copyright registration,</p> <p>7 maybe he is the best person for me to ask.</p> <p>8 Q But John was located in the</p> <p>9 United States. Why did you go to the United</p> <p>10 States for a lawyer?</p> <p>11 A But my work is also registered in</p> <p>12 United States. And Kayak and most of the</p> <p>13 defendants are also based in the U.S. So, I</p> <p>14 asked John, "What am I supposed to do?"</p> <p>15 Q And so, among the defendants are</p> <p>16 no hotels. Did you know that, no hotels</p> <p>17 whose photographs you took?</p> <p>18 A Sorry, can you repeat that for me?</p> <p>19 Q Sure.</p> <p>20 Why don't you look at the list of</p> <p>21 the hotels that were listed in the complaint</p> <p>22 in paragraph ten. None of the hotels listed</p> <p>23 in paragraph ten, except for The Setai, are</p> <p>24 listed as defendants, correct?</p> <p>25 A No, the NamHaiHoiAn.com is also</p>	<p style="text-align: right;">Page 282</p> <p>1 LEE KAR YIN</p> <p>2 was if you found this on, let's say,</p> <p>3 ABCD.com website, then you must know who is</p> <p>4 the owner. So I went to WHOIS to see who is</p> <p>5 the owner. And the owner is the registrant,</p> <p>6 and the registrant is GHMHotels.com, GHM Hotels</p> <p>7 Q You went to WHOIS roughly at the</p> <p>8 same time period, 2012, 2013?</p> <p>9 A Yes, thereabouts.</p> <p>10 Q Is there any other reason why you</p> <p>11 didn't sue the hotels themselves?</p> <p>12 A It is the owner of the site is</p> <p>13 GHM. I sue GHM.</p> <p>14 Q So the answer is there is no</p> <p>15 other reason, that is the only reason?</p> <p>16 A I would think so because they own</p> <p>17 this and this is infringing.</p> <p>18 Q And if you look at the next page</p> <p>19 in Exhibit 16, what website is that?</p> <p>20 A About.com.</p> <p>21 Q And what connection does GHM have</p> <p>22 to About.com?</p> <p>23 A I do not have any idea.</p> <p>24 Q So, would the same be true of all</p> <p>25 exhibits through Exhibit 84 attached to your</p>

9 (Pages 279 - 282)

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1 LEE KAR YIN

2 complaint, which are screenshots that you

3 have, that you have no idea of any

4 connection between GHM and any of the

5 screenshots that are attached to your

6 complaint, correct?

7 A I can only assume because the

8 only person or entity that has the entire

9 collection is GHM.

10 Q So, every one of the exhibits

11 from Exhibit 2 to Exhibit 42 is based on

12 your assumption that GHM delivered the

13 photographs to the particular entity that

14 you have a screenshot of?

15 A Possibly. But I want to find out

16 in discovery too. I would like to know too.

17 Q So you started the lawsuit and

18 you don't have any idea really, you just

19 have your own assumption, correct?

20 A I don't have any idea? I mean,

21 as far as I am concerned, the only person or

22 entity that has the entire collection is GHM.

23 Q Okay.

24 A No one else has the entire collection.

25 Q So other than your assumption

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1 LEE KAR YIN

2 that only GHM has the entire collection of

3 all the photographs, there is no other

4 connection between GHM and any other screenshots

5 from Exhibit 2 to Exhibit 84, correct?

6 A That is correct.

7 Q And for any of the screenshots

8 from all of the entities which are listed as

9 defendants, you made no effort whatsoever to

10 contact any of the defendants?

11 A The first thing I did was to

12 contact a lawyer to understand what to do.

13 Q That was Mr. Jennison, right?

14 A Mr. Jennison can only link me to...

15 Q You can answer that. You can answer.

16 A Because John told me he is not a

17 litigator. So I said, "Do you know anyone

18 who is, who can advise me?"

19 He said he will find and -- he

20 will find and let me know. And then I got

21 to Leason Ellis.

22 MS. REMORB: L-E-A-S-O-N, E-L-L-I-S.

23 BY MR. SCHWARTZ:

24 Q When about was that that you

25 first contacted Leason Ellis?

Page 285

1 LEE KAR YIN

2 A I do not remember. All I know is

3 I want to know what to do.

4 Q Did you physically go to meet

5 with anyone at Leason Ellis?

6 A Sometime in -- the answer is yes.

7 Q When about was that?

8 A 2012, 2013, it has to be around

9 these two years.

10 Q Was that before or after you

11 incorporated Wave LLC that you met with

12 Leason Ellis?

13 A After, no. Mr. Schwartz, I am

14 sorry, I cannot remember because I relocated

15 as well.

16 Q So, Exhibits 2 through 84 to your

17 complaint, or amended complaint, are all

18 screenshots that you personally took, right?

19 A Yes.

20 Q How much time did it take you to

21 do all that work, roughly?

22 A On and off, 2012, 2013, then I stopped.

23 Q To your knowledge, did Leason Ellis

24 ever contact any of the defendants to notify

25 them that you believed they were improperly

Page 286

1 LEE KAR YIN

2 using your photographs?

3 A To my best knowledge, no. I was

4 not told whether they did or they didn't.

5 Q Leason Ellis never contacted GHM

6 to tell GHM that you believed they were

7 improperly using your photographs, correct?

8 A They did not tell me, so I don't

9 have any recollection of Leason Ellis

10 telling me that they contacted GHM.

11 Q So, the first time that you saw,

12 for example, the screenshots in Exhibit 2

13 was approximately in 2012, right?

14 A 2012.

15 Q You think that it was improper

16 for, for example, Kayak to be using that

17 photograph that's in Exhibit 2, right?

18 A Yes, and also with the credit line.

19 Q So, at the time you first saw

20 this, why didn't you contact Kayak and tell

21 them to stop?

22 MR. TOKE: Asked and answered.

23 THE WITNESS: I have to find

24 out, like, I have to -- I have to look

25 deeper. Like, okay, Kayak is VFM, but

10 (Pages 283 - 286)

<p style="text-align: right;">Page 287</p> <p>1 LEE KAR YIN</p> <p>2 who is VFM and how does this work?</p> <p>3 What does it mean?</p> <p>4 To be honest with you, I didn't</p> <p>5 even know about WHOIS until probably</p> <p>6 June, sometime mid-2012, because I was</p> <p>7 at a loss. I need to know, like, who</p> <p>8 owns all these sites. Who are they?</p> <p>9 Where are they? I didn't even know</p> <p>10 who owns all these sites.</p> <p>11 BY MR. SCHWARTZ:</p> <p>12 Q Why would that be important for</p> <p>13 you to know who owned them if you wanted to</p> <p>14 contact them?</p> <p>15 A So that I know who they are and</p> <p>16 where they are. I mean, even if you want to</p> <p>17 contact someone, if you don't know the</p> <p>18 address, who are you looking for?</p> <p>19 Q So, are you saying that you were</p> <p>20 on Kayak's website and you didn't think you</p> <p>21 could contact Kayak directly?</p> <p>22 A I need to be certain who is the</p> <p>23 owner because who is -- I remember typing on</p> <p>24 Google "who is the owner of" whatever site.</p> <p>25 That is how I got to Who dot Is.</p>	<p style="text-align: right;">Page 289</p> <p>1 LEE KAR YIN</p> <p>2 that that firm wasn't a copyright specialist?</p> <p>3 A Chee Kun say it's not a copyright</p> <p>4 lawyer. Then I thought, okay, since I know</p> <p>5 John, maybe I can ask John.</p> <p>6 Q At the time that you asked John,</p> <p>7 roughly 2012, 2013, it would have had to</p> <p>8 have been after you discovered these</p> <p>9 websites, right?</p> <p>10 A You know what? I am not going</p> <p>11 into numbers because, to be honest with you,</p> <p>12 I am very, very bad with numbers.</p> <p>13 Q I am not talking about numbers.</p> <p>14 We are talking about dates.</p> <p>15 A Yes, dates are also numbers.</p> <p>16 Q Okay.</p> <p>17 A When I watch a video, what do you</p> <p>18 call it, a deposition video, you kept saying</p> <p>19 2002, 2002. I didn't even hear properly. I</p> <p>20 say yeah, yeah, yeah. Then when I look at</p> <p>21 the video, oh my God, in 2002 we didn't even</p> <p>22 have that many pictures. We only had</p> <p>23 pictures of Chedi Phuket and the Lulu, L-A-L-U.</p> <p>24 MR. TOKB: C-H-E-D-I, P-H-U-K-B-T.</p> <p>25 A You know, okay, 2002, why not,</p>
<p style="text-align: right;">Page 288</p> <p>1 LEE KAR YIN</p> <p>2 So, I have to be certain, like,</p> <p>3 who is the owner so that you hopefully</p> <p>4 contact the right person. And in a very big</p> <p>5 organization, you don't really know who to</p> <p>6 contact. Like, there must be a department</p> <p>7 and there must be someone in charge. But</p> <p>8 who is that someone?</p> <p>9 Q So you spent all that time, as</p> <p>10 you said, during 2012 and 2013, coming up</p> <p>11 with Exhibits 2 through 84, and you made no</p> <p>12 attempt whatsoever to contact any of the</p> <p>13 present defendants in this lawsuit?</p> <p>14 A I wouldn't say that. I asked --</p> <p>15 the first thing I did -- I already said, my</p> <p>16 mind went blank. What do I do? So the best</p> <p>17 thing to do is to consult a lawyer.</p> <p>18 Q Why is that the best thing to do?</p> <p>19 A Because I don't know what to do.</p> <p>20 Why are they stealing my work? Who gave it</p> <p>21 to them?</p> <p>22 Q And so the first person you</p> <p>23 contacted was an American lawyer?</p> <p>24 A No, I asked Chee Kun first.</p> <p>25 Q I see. And so that lawyer said</p>	<p style="text-align: right;">Page 290</p> <p>1 LEE KAR YIN</p> <p>2 because I only remember 222. And when I</p> <p>3 watch the video, I say no, no, no, it can't</p> <p>4 be possible. We only had, like, a handful</p> <p>5 of pictures. How can the website be created</p> <p>6 in 2002? So I went to look, like, when was</p> <p>7 the website created, the first website</p> <p>8 created by Wave for GHM. You see, it would</p> <p>9 escape me.</p> <p>10 Q So, we can agree, or can we agree</p> <p>11 that you searched these websites in 2012</p> <p>12 through 2013, correct, these websites</p> <p>13 referring to Exhibit 2 through 84 of the</p> <p>14 complaint; is that right?</p> <p>15 A Thereabouts, should be, should be.</p> <p>16 Q I am asking you. These are</p> <p>17 yours, not mine. Is there something in here</p> <p>18 that you think will help you refresh your</p> <p>19 recollection?</p> <p>20 A No. The files would have the</p> <p>21 dates. None of this have the dates.</p> <p>22 Q Are you sure?</p> <p>23 A Yeah, because it has the date</p> <p>24 like Friday -- that is my computer, Friday,</p> <p>25 whatever time, but it doesn't tell me the</p>

11 (Pages 287 - 290)

Page 291

1 LEE KAR YIN
2 date. So the only thing that will tell me
3 the date is the evidence.
4 Q What evidence?
5 A The screenshot.
6 Q So the screenshot has the date?
7 A Yes.
8 Q And so, did you contact a lawyer
9 prior to you getting the screenshots or
10 after you getting these screenshots,
11 referring to Exhibits 2 through 84?
12 A This aside, this aside, I wanted
13 to set up shop, as I said in my first
14 deposition. Okay? After all the
15 registration was done, I asked John, "How do
16 I set up here? I need someone to help me
17 establish a company." And that happened in
18 2011. And that is how Leason Ellis also
19 came about, but they -- we didn't know about
20 all these infringement.
21 I wanted to set up shop at least
22 in New York, the Big Apple. You know the
23 saying, if you make it in New York, you make
24 it anywhere. So it was a good thing to have.
25 Q So you contacted Mr. Jennison

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1 LEE KAR YIN
2 prior to 2012 because you were thinking of
3 setting up shop in the United States?
4 A Correct. All this --
5 Q So let me --
6 A Hang on. All this copyright
7 registrations, the whole idea is that they
8 are done correctly, accurately, so that it
9 can be housed in one place. Not Wave, The
10 Wave, and so on and so forth.
11 In any case, all these entities
12 belong to me. So I wanted to clean up, put
13 it into one place, and The Wave Studio, LLC
14 was born.
15 Q When did you first have the idea
16 that you wanted to sue these defendants for
17 copyright infringement?
18 A When I found out -- when I found
19 out this, as I said, my mind went blank. I
20 need to know what am I supposed to do, and
21 the best person is to check with a copyright
22 lawyer. As I said, Chee Kun said he is not.
23 So I asked John and John said okay, he will
24 find the lawyer. Because there are so many
25 lawyer, you don't know who is good in what.

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1 LEE KAR YIN
2 Q So, after 2012, after you found
3 these Exhibits 2 through 84, you came to New
4 York to meet with representatives from
5 Leason Ellis, lawyers?
6 A Yes.
7 Q And you are not sure when that is?
8 A I can check my passport, my
9 previous passport.
10 Q Did you have the belief that you
11 would make a lot of money from this lawsuit?
12 A No.
13 Q You didn't have that belief?
14 A My first objective is to, one, I
15 want to know who gave it to them. Two,
16 please stop this. And three...
17 Q "And three" what?
18 A Apology.
19 Q Why didn't you ask GHM for one,
20 two and three that you just described? Why
21 did you start a lawsuit instead?
22 A I would go as according to what
23 my lawyer advised me.
24 MR. TOKE: I am also going to
25 instruct you not to reveal any

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1 LEE KAR YIN
2 attorney-client privilege, but you can
3 speak generally.
4 BY MR. SCHWARTZ:
5 Q So, are you going to follow
6 Mr. Toke's advice and not say what your
7 lawyer said?
8 A Yes, I am going to follow Mr.
9 Toke's advice because he is my lawyer.
10 MR. SCHWARTZ: Can you just
11 read back my question.
12 (Thereupon, the record was read
13 back by the reporter as recorded above.)
14 BY MR. SCHWARTZ:
15 Q The answer, can you answer that
16 question, or are you going to refuse to
17 answer on attorney-client privilege?
18 A Attorney-client privilege.
19 MR. SCHWARTZ: Just read back
20 the question one more time.
21 (Thereupon, the record was read
22 back by the reporter as recorded above.)
23 BY MR. SCHWARTZ:
24 Q You wanted an apology, right?
25 A Yes, which I -- yes.

12 (Pages 291 - 294)

<p style="text-align: right;">Page 295</p> <p>1 LEE KAR YIN</p> <p>2 Q You didn't ask for one, did you?</p> <p>3 A I think Leason Ellis did.</p> <p>4 Q So you now think that Leason</p> <p>5 Ellis had some communication with GHM in</p> <p>6 which it asked for an apology from GHM? Are</p> <p>7 you making that up or do you --</p> <p>8 A No, I remember. I remember that</p> <p>9 we asked for a public apology.</p> <p>10 I said okay, good.</p> <p>11 Q When did the request from you or</p> <p>12 Leason Ellis for a public apology from GHM</p> <p>13 occur? When did that happen?</p> <p>14 A This is just a phone conversation,</p> <p>15 like, we would ask for a public apology to</p> <p>16 remove, like cease and desist, or something</p> <p>17 like that. I said yes, good.</p> <p>18 Q Who were you speaking with at GHM</p> <p>19 when you asked for a public apology?</p> <p>20 A Not me. I didn't speak to GHM.</p> <p>21 This conversation is between Cameron and me.</p> <p>22 Am I supposed to tell all this?</p> <p>23 Q You can say whatever you want to say.</p> <p>24 MR. TOKE: Well, if there is --</p> <p>25 I don't want you to talk about any</p>	<p style="text-align: right;">Page 297</p> <p>1 LEE KAR YIN</p> <p>2 way of a lawsuit or by way of a letter?</p> <p>3 A That I do not know at that point</p> <p>4 in time.</p> <p>5 Q To the best of your knowledge,</p> <p>6 you never saw any letter from anybody asking</p> <p>7 GHM for a public apology or asking it to</p> <p>8 remove what you believe to be infringing</p> <p>9 photographs, right?</p> <p>10 A Yes.</p> <p>11 Q And you were never told that</p> <p>12 there was a conversation between anybody at</p> <p>13 GHM and anybody at Leason Ellis regarding a</p> <p>14 public apology or stopping the, what you</p> <p>15 claim to be the use of infringing</p> <p>16 photographs, right?</p> <p>17 A That is correct.</p> <p>18 MR. SCHWARTZ: Okay. Why don't</p> <p>19 we just take a two-second break.</p> <p>20 (Brief break.)</p> <p>21 BY MR. SCHWARTZ:</p> <p>22 Q I want to show you Exhibit 17.</p> <p>23 (Thereupon, the documents are</p> <p>24 marked collectively as Exhibit 17 for</p> <p>25 identification, as of this date.)</p>
<p style="text-align: right;">Page 296</p> <p>1 LEE KAR YIN</p> <p>2 advice that was given between Leason</p> <p>3 Ellis and you. If you are talking</p> <p>4 about a communication they had with</p> <p>5 someone else, that is fine.</p> <p>6 BY MR. SCHWARTZ:</p> <p>7 Q So, someone at Leason Ellis told</p> <p>8 you that there was a telephone conversation</p> <p>9 with somebody at GHM in which they asked --</p> <p>10 A They did not --</p> <p>11 Q Let me finish.</p> <p>12 So, did someone at Leason Ellis</p> <p>13 tell you that there was a conversation</p> <p>14 between someone at Leason Ellis and someone</p> <p>15 at GHM in which they asked for an apology or</p> <p>16 asked GHM to stop some activity that you</p> <p>17 claim was occurring?</p> <p>18 A They did not tell me that they</p> <p>19 had communications with GHM. They told me</p> <p>20 what we will be asking for. We will be</p> <p>21 asking for a public apology. We will be</p> <p>22 asking them to remove all infringing materials.</p> <p>23 Q Was it your understanding that</p> <p>24 they were going to ask for a public apology</p> <p>25 and to remove the infringing materials by</p>	<p style="text-align: right;">Page 298</p> <p>1 LEE KAR YIN</p> <p>2 BY MR. SCHWARTZ:</p> <p>3 Q This was sent to us yesterday in</p> <p>4 the evening.</p> <p>5 A Yes.</p> <p>6 Q So, do you know what this is?</p> <p>7 A This whole stack?</p> <p>8 Q Yes.</p> <p>9 A This, to my understanding, is to</p> <p>10 clean up all the inaccuracies in the</p> <p>11 registration as well as in the assignments.</p> <p>12 Thank you for pointing them out,</p> <p>13 because my intent is solely to have them</p> <p>14 recorded accurately. And this, I believe,</p> <p>15 would have addressed all the inaccuracies</p> <p>16 and corrected all the registration as well</p> <p>17 as the assignment.</p> <p>18 Q So let's look at the page at the</p> <p>19 bottom, the third page in, and it is Bates</p> <p>20 number ending in 772.</p> <p>21 A Okay.</p> <p>22 Q Look at paragraph five for a second.</p> <p>23 So the first day of your</p> <p>24 deposition you said you didn't know anything</p> <p>25 about Singapore law and you really were just</p>

13 (Pages 295 - 298)

<p style="text-align: right;">Page 299</p> <p>1 LEE KAR YIN</p> <p>2 a humble photographer, and yet paragraph</p> <p>3 five seems to indicate that all right, title</p> <p>4 and interest was automatically transferred</p> <p>5 to you by operation of Singapore law?</p> <p>6 MR. TOKE: Objection,</p> <p>7 argumentative and misstates her</p> <p>8 testimony. She actually testified</p> <p>9 several times in her deposition --</p> <p>10 MR. SCHWARTZ: Don't say what</p> <p>11 she testified to. Okay? I will</p> <p>12 rephrase the question. All you have</p> <p>13 to say is objection.</p> <p>14 BY MR. SCHWARTZ:</p> <p>15 Q Do you consider yourself an</p> <p>16 expert in Singapore law?</p> <p>17 A No, but I did say during the</p> <p>18 first deposition that my understanding is</p> <p>19 that sole proprietor and sole proprietorship</p> <p>20 is one and the same. And when a sole</p> <p>21 proprietorship is ceased, upon cessation, my</p> <p>22 understanding was all, everything that</p> <p>23 Wave-S owned comes back automatically to the</p> <p>24 sole proprietor, me. I think I am actually</p> <p>25 repeating that. I remember saying that.</p>	<p style="text-align: right;">Page 301</p> <p>1 LEE KAR YIN</p> <p>2 Q So let's look at paragraph 19.</p> <p>3 You just read it, right?</p> <p>4 A Yes.</p> <p>5 Q What does purported mean?</p> <p>6 A A wrong, a wrong assignment, error.</p> <p>7 Q So when you signed, when you</p> <p>8 signed this and you read paragraph 19, what</p> <p>9 did you understand the word purported to mean?</p> <p>10 A Error.</p> <p>11 Q So, a wrong assignment of</p> <p>12 copyright was entered into; is that what</p> <p>13 that is supposed to mean?</p> <p>14 A I believe so.</p> <p>15 Q And was made effective as of</p> <p>16 February 15, 2007. On information and</p> <p>17 belief, this assignment was made in error.</p> <p>18 What was the error?</p> <p>19 A That is the one that I mentioned</p> <p>20 just now, the 2007 and 2008 assignments that</p> <p>21 I did and went through the whole round,</p> <p>22 making appointment with U.S. Embassy to get</p> <p>23 it notarized. At the point when they were</p> <p>24 made, I really thought they were correct</p> <p>25 because it is now for then.</p>
<p style="text-align: right;">Page 300</p> <p>1 LEE KAR YIN</p> <p>2 Q So, you had an understanding of</p> <p>3 that aspect of Singapore law?</p> <p>4 A Yes.</p> <p>5 Q Why don't you turn to page 774,</p> <p>6 paragraph 19. Why don't you read that to</p> <p>7 yourself for a second.</p> <p>8 So you read this entire document</p> <p>9 which is called "The declaration of Lee Kar Yin"?</p> <p>10 A Yes.</p> <p>11 Q When was the first time you read this?</p> <p>12 A Last week.</p> <p>13 Q Was a draft sent to you last week?</p> <p>14 A Yes.</p> <p>15 Q Did you make any changes in the</p> <p>16 initial draft, or did you sign what was sent</p> <p>17 to you?</p> <p>18 A I read it. Did I make any</p> <p>19 amendments? Yes. Some of the, like the</p> <p>20 name of the hotels were misspelled and my</p> <p>21 name was misspelled, so I corrected them.</p> <p>22 Q Other than the misspellings,</p> <p>23 grammatical mistakes, did you make any</p> <p>24 substantive changes in what was presented to you?</p> <p>25 A No, not that I can recall.</p>	<p style="text-align: right;">Page 302</p> <p>1 LEE KAR YIN</p> <p>2 So, what I really wanted is that</p> <p>3 the correct entity would be registered for</p> <p>4 whichever works that the entity did. So I</p> <p>5 thought it was correct.</p> <p>6 Am I making any sense?</p> <p>7 Q None at all, in my opinion.</p> <p>8 So --</p> <p>9 A So, let's say if I have 10,000 --</p> <p>10 let's say if I have 20,000 works done by</p> <p>11 entity A. I think it is -- at that point in</p> <p>12 time, I said it is good because then I can</p> <p>13 identify these 20,000 works that were done</p> <p>14 by entity A.</p> <p>15 Then entity B did these 300 --</p> <p>16 30,000 works. So at least there is a</p> <p>17 recollection of which works were done by</p> <p>18 which entity.</p> <p>19 Q Let's go back to the sentence for</p> <p>20 a second. "On information and belief," what</p> <p>21 does that mean?</p> <p>22 A Based on information and belief,</p> <p>23 based on information.</p> <p>24 Q What information? What</p> <p>25 information came to you with respect to</p>

14 (Pages 299 - 302)

<p style="text-align: right;">Page 303</p> <p>1 LEE KAR YIN</p> <p>2 paragraph 19 that led you to believe that</p> <p>3 the assignment was made in error?</p> <p>4 A You know, for first, for the</p> <p>5 first deposition, we spent a long time on</p> <p>6 all these registrations and assignments.</p> <p>7 Q Yes, we did, didn't we?</p> <p>8 A Yes.</p> <p>9 Q And now you are saying that they</p> <p>10 are all wrong, right?</p> <p>11 A No. I mean, I need to find out,</p> <p>12 did I register them wrongly? I mean, all</p> <p>13 these companies belong to me. I am the</p> <p>14 owner. Like, did I put anything wrong? Did</p> <p>15 I fill in forms wrongly, or did I understand</p> <p>16 what is supposed to have meant wrongly?</p> <p>17 Q In what sense is it wrong?</p> <p>18 A That is why I had to rely on my</p> <p>19 attorney. Like, okay, let's take a look at</p> <p>20 everything laid out. Like, what went wrong?</p> <p>21 Q But what is wrong? You tell me.</p> <p>22 What is wrong with the assignment dated</p> <p>23 February 15, 2007? What is wrong?</p> <p>24 A Basically, my understanding was</p> <p>25 if all this assets automatically went back</p>	<p style="text-align: right;">Page 305</p> <p>1 LEE KAR YIN</p> <p>2 off, the dates.</p> <p>3 MR. TOKE: No.</p> <p>4 MR. SCHWARTZ: Just a minute.</p> <p>5 You can't answer her. Just a second.</p> <p>6 You can't answer that.</p> <p>7 So, go ahead.</p> <p>8 MR. TOKE: She asked me a question</p> <p>9 MR. SCHWARTZ: No.</p> <p>10 THE WITNESS: Because it is a</p> <p>11 photocopy and it looks like it has a</p> <p>12 strike-off, but it doesn't.</p> <p>13 BY MR. SCHWARTZ:</p> <p>14 Q So, this is your document, right,</p> <p>15 that was sent to us last night, right?</p> <p>16 A Yes.</p> <p>17 Q This is done to correct all the</p> <p>18 prior mistakes, right?</p> <p>19 A That is correct.</p> <p>20 Q And so, what is Exhibit H? You</p> <p>21 tell me.</p> <p>22 A Exhibit H is the wrong assignment.</p> <p>23 Q Is Exhibit H the wrong assignment</p> <p>24 because the document isn't the one that was</p> <p>25 submitted to the copyright office?</p>
<p style="text-align: right;">Page 304</p> <p>1 LEE KAR YIN</p> <p>2 to me as a sole proprietor, then why do I</p> <p>3 need this assignment?</p> <p>4 Q When did you come to that conclusion?</p> <p>5 A We went through it for such a</p> <p>6 long time during deposition, and after that</p> <p>7 I said there must be something wrong. Put</p> <p>8 everything together. What is wrong with the</p> <p>9 assignments?</p> <p>10 Q It is wrong because you wouldn't</p> <p>11 have standing to sue, right; that is what is</p> <p>12 wrong, isn't it?</p> <p>13 A Why wouldn't I?</p> <p>14 Q So you tell me what is wrong.</p> <p>15 Look at Exhibit H.</p> <p>16 A Why wouldn't I have the right --</p> <p>17 Q Look at Exhibit H and tell me</p> <p>18 what is wrong.</p> <p>19 A H.</p> <p>20 MR. TOKE: Asked am answered.</p> <p>21 You are getting argumentative with</p> <p>22 her, Howard. She has already answered</p> <p>23 this question.</p> <p>24 THE WITNESS: Is this the one</p> <p>25 that was notarized? It was struck</p>	<p style="text-align: right;">Page 306</p> <p>1 LEE KAR YIN</p> <p>2 Isn't there another one like this</p> <p>3 where the date was crossed off, that was</p> <p>4 submitted to the notary?</p> <p>5 A Notarized by U.S. Embassy.</p> <p>6 Q Okay. So you tell me, then, what</p> <p>7 is wrong with the Exhibit H that you have</p> <p>8 attached to this document?</p> <p>9 MR. TOKE: Asked and answered.</p> <p>10 THE WITNESS: Because it is not</p> <p>11 necessary.</p> <p>12 BY MR. SCHWARTZ:</p> <p>13 Q Why isn't it necessary?</p> <p>14 MR. TOKE: Asked and answered.</p> <p>15 THE WITNESS: Upon cessation of</p> <p>16 sole proprietorship, everything goes</p> <p>17 back to the sole proprietor. Sole</p> <p>18 proprietor and sole proprietorship is</p> <p>19 the same, is one and the same. Then</p> <p>20 why do we have an assignment that is</p> <p>21 not necessary? It should have been</p> <p>22 me, Lee Kar Yin, to The Wave Studio,</p> <p>23 LLC. So that is a mistake.</p> <p>24 Why can't I correct the</p> <p>25 mistake? Whether it's Wave-S, or</p>

15 (Pages 303 - 306)

<p style="text-align: right;">Page 307</p> <p>1 LEE KAR YIN</p> <p>2 Wave, or Lee Kar Yin, they are all</p> <p>3 owned by me. Why can't I correct my</p> <p>4 mistakes?</p> <p>5 BY MR. SCHWARTZ:</p> <p>6 Q So it is a mistake because of, by</p> <p>7 operation of law, when you cease doing business</p> <p>8 as Wave-S, everything went back to you?</p> <p>9 A Yes, Lee Kar Yin.</p> <p>10 Q Did you know that on</p> <p>11 February 15th of 2007?</p> <p>12 A I knew that, but I thought it is</p> <p>13 also good to have this because it will</p> <p>14 register Wave-S did which work.</p> <p>15 Q Initially you said that Mr. Jennison</p> <p>16 prepared this document, Exhibit H, right?</p> <p>17 A Yes. I made a mistake in my</p> <p>18 recollection because I filled in hundreds</p> <p>19 and hundreds of forms. Then I went back to</p> <p>20 check all my documents. Then I realized</p> <p>21 that I actually filled in into an empty</p> <p>22 template, thinking that it will save me money.</p> <p>23 Q Where did you get this template from?</p> <p>24 A My friend.</p> <p>25 Q Which friend, Sarah?</p>	<p style="text-align: right;">Page 309</p> <p>1 LEE KAR YIN</p> <p>2 on February 15, 2007?</p> <p>3 A No, thinking...</p> <p>4 MR. TOKE: Asked and answered.</p> <p>5 THE WITNESS: My understanding</p> <p>6 was it is now for then. Okay? So, I</p> <p>7 put a date there and signed. But at</p> <p>8 U.S. Embassy they said you cannot,</p> <p>9 they cannot notarize anything that is</p> <p>10 backdated. I said okay.</p> <p>11 Obviously, we brought this</p> <p>12 along because we don't know how to do</p> <p>13 this. We brought the signed copy as</p> <p>14 well as the empty copy, and then they</p> <p>15 said it is fine, this copy, but they</p> <p>16 will strike out the dates if that is</p> <p>17 okay with us. I said sure because,</p> <p>18 yeah, it is now for then.</p> <p>19 BY MR. SCHWARTZ:</p> <p>20 Q So, just a second. So, to go</p> <p>21 back to the actual document that was served</p> <p>22 on us yesterday, what does the expression</p> <p>23 void ab initio mean?</p> <p>24 A Void.</p> <p>25 Q Do you know what that expression</p>
<p style="text-align: right;">Page 308</p> <p>1 LEE KAR YIN</p> <p>2 A No. I just said, Does any one of</p> <p>3 you know if there is any template for</p> <p>4 assignments?</p> <p>5 Q When you signed this in</p> <p>6 February of 2007, did you understand what</p> <p>7 this was?</p> <p>8 A I didn't sign this in 2007.</p> <p>9 Do you have the notarized copy?</p> <p>10 Q Excuse me. What is date on this</p> <p>11 document?</p> <p>12 A This is 15 February 2007.</p> <p>13 Q So, wait a minute. So, it is</p> <p>14 dated 2007 and you didn't sign it in 2007?</p> <p>15 A We signed. We signed it and we</p> <p>16 went, we went to U.S. Embassy, and U.S.</p> <p>17 Embassy told me and Sarah you cannot</p> <p>18 backdate. They cannot notarize anything</p> <p>19 backdated. If it is okay, they will strike</p> <p>20 off and put a stamp on it the day it was</p> <p>21 notarized. I said yeah, it is okay. It is</p> <p>22 now for then, fine.</p> <p>23 Why is it that you don't have the</p> <p>24 notarized copy?</p> <p>25 Q Excuse me. You didn't sign this</p>	<p style="text-align: right;">Page 310</p> <p>1 LEE KAR YIN</p> <p>2 means?</p> <p>3 A Wrong? Void?</p> <p>4 Q So you are taking a guess; you</p> <p>5 don't really know what it means?</p> <p>6 A I just relied on this word void.</p> <p>7 Q Do you know what ab initio means?</p> <p>8 A I am sure it was mentioned to me,</p> <p>9 but I cannot remember.</p> <p>10 Q Did you ask what that meant</p> <p>11 before you signed it?</p> <p>12 A No, I think it was told to me.</p> <p>13 Q Before you signed it or after you</p> <p>14 signed it?</p> <p>15 A Before.</p> <p>16 Q What do you think it means?</p> <p>17 A Void, null.</p> <p>18 Q From the beginning or as of the</p> <p>19 time that -- as of today?</p> <p>20 A From the beginning.</p> <p>21 Q Why was it important for it to be</p> <p>22 voided from the beginning?</p> <p>23 A Because it is wrong.</p> <p>24 Q And it is wrong because --</p> <p>25 A It is not necessary.</p>

16 (Pages 307 - 310)

<p style="text-align: right;">Page 311</p> <p>1 LEE KAR YIN</p> <p>2 Q So, in your view today, it wasn't</p> <p>3 necessary for you to sign an assignment from</p> <p>4 Wave to Wave Design Pte. because the</p> <p>5 copyrights in Wave-S automatically went back</p> <p>6 to you, right?</p> <p>7 A Yes.</p> <p>8 Q Why, then, did you sign Exhibit H</p> <p>9 in 2007?</p> <p>10 A Because ---</p> <p>11 MR. TOKE: Objection, misstates</p> <p>12 her testimony. She told you when she</p> <p>13 signed it.</p> <p>14 You said 2007.</p> <p>15 THE WITNESS: I did. I did.</p> <p>16 Many times I did.</p> <p>17 BY MR. SCHWARTZ:</p> <p>18 Q Wait, wait. Let's get this</p> <p>19 straight. So it is dated in 2007, right?</p> <p>20 Why is it dated 2007?</p> <p>21 MR. TOKE: Asked and answered.</p> <p>22 BY MR. SCHWARTZ:</p> <p>23 Q Why is it dated 2007?</p> <p>24 A Before the company was, went into</p> <p>25 cessation.</p>	<p style="text-align: right;">Page 313</p> <p>1 LEE KAR YIN</p> <p>2 notarize on the date itself, the date. So</p> <p>3 we said okay.</p> <p>4 Q Let's go to paragraph 20.</p> <p>5 Paragraph 20 refers to Exhibit I.</p> <p>6 Do you see that in front of you?</p> <p>7 A Yes.</p> <p>8 Q Exhibit I is dated July 28, 2008,</p> <p>9 right?</p> <p>10 A Yes, 2008.</p> <p>11 Q And you prepared this assignment,</p> <p>12 right?</p> <p>13 A Yes.</p> <p>14 Q Not Mr. Jennison, right?</p> <p>15 A Yes, that is correct.</p> <p>16 Q You were in error when you</p> <p>17 testified earlier?</p> <p>18 A Correct.</p> <p>19 Q This one says it is between Wave</p> <p>20 Pte. Ltd. and Wave Studio Pte. Ltd., right?</p> <p>21 A Yes, correct.</p> <p>22 Q And so, in paragraph 20 it says</p> <p>23 that on information and belief, this</p> <p>24 assignment was made in error.</p> <p>25 A You mean on the 20th, okay.</p>
<p style="text-align: right;">Page 312</p> <p>1 LEE KAR YIN</p> <p>2 Q Why did you pick the date</p> <p>3 February 15, 2007, to put on this document?</p> <p>4 A Seems like a nice date.</p> <p>5 Q So it is just a random date in</p> <p>6 your mind?</p> <p>7 A I don't know how to do all this.</p> <p>8 I wanted to save money.</p> <p>9 Q Correct me if I am wrong. It is</p> <p>10 dated February 15th of 2007, but you didn't</p> <p>11 sign it on February 15, 2007, correct?</p> <p>12 A Yes, I just told you, because I</p> <p>13 thought it is now for then.</p> <p>14 Q And it is witnessed by Sarah</p> <p>15 Lawrence, right? Did she know that it</p> <p>16 wasn't dated -- that it wasn't signed on</p> <p>17 February 15, 2007?</p> <p>18 A Yes.</p> <p>19 Mr. Schwartz, we are laymen. If</p> <p>20 it is now for then and all these works were</p> <p>21 done by Wave-S and Lee Kar Yin owned Wave-S,</p> <p>22 laymen don't see the difference.</p> <p>23 But when we went to U.S. Embassy,</p> <p>24 U.S., the lady said you cannot, they cannot</p> <p>25 notarize anything backdated. They can only</p>	<p style="text-align: right;">Page 314</p> <p>1 LEE KAR YIN</p> <p>2 Q What is wrong with this assignment?</p> <p>3 A It is actually the same</p> <p>4 principle, because when I look at the</p> <p>5 resolution, like, hang on, it has already</p> <p>6 been given back to me. That is one.</p> <p>7 But, as I said just now, when</p> <p>8 these assignments were done, my thought is</p> <p>9 it is great to be able to identify which job</p> <p>10 was done, were done by which entity, so at</p> <p>11 least we can trace it back. If it is just</p> <p>12 Lee Kar Yin, at that point in time I thought</p> <p>13 if it says Lee Kar Yin, who is going to find</p> <p>14 it? No one knows my Chinese name. If they</p> <p>15 type Wave, at least they could find</p> <p>16 something. That was my thought.</p> <p>17 Q So, what happened on July 28,</p> <p>18 2008, that led to you prepare this assignment?</p> <p>19 MR. TOKE: Assumes facts not in</p> <p>20 evidence.</p> <p>21 THE WITNESS: They are the same</p> <p>22 reason because they were notarized on</p> <p>23 the same day.</p> <p>24 BY MR. SCHWARTZ:</p> <p>25 Q Okay.</p>

17 (Pages 311 - 314)

Page 315

1 LEE KAR YIN

2 A By the same officer who told us

3 the same thing.

4 Q So let's try to take this slowly,

5 then. So, I am looking now at Exhibit H.

6 Exhibit H was prepared by you, correct?

7 A Yes.

8 Q And Exhibit H has typed in it 28

9 July 2008 as the effective date. That is on

10 documents 808 and 381. It was produced twice.

11 Right? Do you see that?

12 A Sorry, what is the page? This is

13 five, okay, 804, 808.

14 Q Can we agree that you prepared

15 this document and the document says at the

16 top, "This assignment is made and entered

17 into with effect from July 28, 2008," correct?

18 A Correct.

19 Q What happened on July 28, 2008?

20 A (No response.)

21 Q Why did you pick this date for

22 this to be effective?

23 A It is a good number in Chinese.

24 If I can, I will put everything 8/18/28.

25 Q But July isn't the 8th month of

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1 LEE KAR YIN

2 the year. It is the 7th month of the year.

3 A Yeah, but I like July.

4 Q So you are just making it up?

5 A It is not making it up. I needed

6 a date there. All I am trying to do is to

7 correctly do my registrations. I went

8 through a long, long process to even correct

9 whatever there is wrong. If this is wrong,

10 too, please let me know. I don't know what

11 else to do. I am trying to record

12 everything correctly.

13 Q Okay. So let's see. So, on page

14 810, 810, you prepared this and you have the

15 date as 28 July 2008. Correct?

16 A Yes.

17 Q And it was witnessed by Sarah

18 Lawrence, who you described before as well,

19 right?

20 A Yes.

21 Q She witnessed it and she witnessed

22 it for the date July 28, 2008, correct?

23 A No. It was backdated and I

24 didn't know it was a no-no because the

25 notary public say, "No, we cannot notarize

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1 LEE KAR YIN

2 anything backdated." So, okay, they will

3 put the stamp for that day. I said okay.

4 Q So, you went to the U.S. Embassy

5 on October 15, 2012, to have this notarized,

6 correct?

7 A Yes, correct.

8 Q You went with it, to use your

9 expression, with a document that was

10 backdated, correct?

11 A Yes, it is backdated.

12 Q It is backdated to July 28, 2008,

13 which you claim is just a date you picked at

14 random, right?

15 A Correct. And, to me, it also

16 represents now for then. And then they told

17 us we cannot do that. So, okay, you put the

18 date, whichever date you are notarizing. I

19 mean, if I knew it was wrong or whatnot, I

20 wouldn't have done it, because every piece

21 costs \$50 USD.

22 Q Let's see what you have as being

23 wrong about this.

24 So, you were wrong when you

25 testified that this was prepared by Mr.

Page 318

1 LEE KAR YIN

2 Jennison, right?

3 A I remember wrongly, yes.

4 Q That was wrong. It is wrong that

5 the date of July 28, 2008, was the date that

6 was signed, right?

7 A Yes, correct.

8 Q Yes, correct, it is wrong?

9 A I was wrong.

10 Q And yes, it is correct that the

11 information contained in here, the actual

12 assignment from The Wave Pte. Ltd. to the Wave

13 Studio Pte. Ltd. is wrong and null and void?

14 A Yes.

15 Q So you are saying that this piece

16 of paper is a complete waste, right?

17 A Yes, and it wasted my time too.

18 But when I was doing that, when I was doing

19 all this, I really thought they were

20 correct. All I wanted to do is to record

21 everything accurately. If I were to be

22 wrong, please tell me. If this whole thing

23 is wrong, too, please tell me.

24 Q This whole thing, which you are

25 referring to as Exhibit H, is recorded with

18 (Pages 315 - 318)

<p style="text-align: right;">Page 319</p> <p>1 LEE KAR YIN</p> <p>2 the U.S. Copyright Office, right?</p> <p>3 A Yes.</p> <p>4 Q And it is all wrong?</p> <p>5 A My mistake. In one thing to</p> <p>6 record everything correctly, I thought it</p> <p>7 should be registered. It should be recorded</p> <p>8 as Wave-S doing all this work. Whichever</p> <p>9 entity did whichever work, it should be</p> <p>10 recorded correctly.</p> <p>11 Q It should be recorded correctly</p> <p>12 because Wave Pte. Ltd. didn't want to assign</p> <p>13 its copyrights to Wave Studio Pte.?</p> <p>14 A No. They were already assigned</p> <p>15 to my name.</p> <p>16 Q So, it is your position now, today --</p> <p>17 A What do you mean now? I said</p> <p>18 this -- sorry.</p> <p>19 Q So it is your position now --</p> <p>20 A I said this during deposition one.</p> <p>21 Q So, it is your position now, in</p> <p>22 2015, that from the year 2000 to the year</p> <p>23 2010 you individually owned all the copyrights?</p> <p>24 A For Wave-S.</p> <p>25 Q And all the documentation that</p>	<p style="text-align: right;">Page 321</p> <p>1 LEE KAR YIN</p> <p>2 Q So, it is your understanding</p> <p>3 today of Singapore law that a company can</p> <p>4 only be stricken off if it doesn't have any</p> <p>5 more assets, right?</p> <p>6 A According to the law, yes,</p> <p>7 Singapore law.</p> <p>8 Q As you understand it. And so,</p> <p>9 you are now giving us your view of Singapore</p> <p>10 law, right?</p> <p>11 MR. TOKE: Objection.</p> <p>12 MR. SCHWARTZ: No, no,</p> <p>13 that's -- repeat the question.</p> <p>14 (Whereupon, the referred-to</p> <p>15 question and answer are read back by</p> <p>16 the Reporter.)</p> <p>17 MR. TOKE: Objection, vague and</p> <p>18 ambiguous. As to this point of law,</p> <p>19 yes, go for it.</p> <p>20 BY MR. SCHWARTZ:</p> <p>21 Q So, Wave Pte. Ltd., according to</p> <p>22 Exhibit I, assigned all of its rights in the</p> <p>23 works on July 28, 2008, correct, according</p> <p>24 to this document? That is what this</p> <p>25 document says, right?</p>
<p style="text-align: right;">Page 320</p> <p>1 LEE KAR YIN</p> <p>2 you have presented before and all the</p> <p>3 documentation that has been filed with the</p> <p>4 copyright office is null and void, right?</p> <p>5 A No, it just need to be corrected.</p> <p>6 The name, the photo titles are correct.</p> <p>7 Q But the ownership is incorrect, right?</p> <p>8 A Instead of my company, instead of</p> <p>9 my company, it should be my name.</p> <p>10 Q Because you say so?</p> <p>11 A No, because -- because Singapore</p> <p>12 law requires for sole proprietorship it is</p> <p>13 automatic. There isn't anything that you</p> <p>14 need to record. Whatever Wave-S owned upon</p> <p>15 cessation, it goes back to the sole</p> <p>16 proprietor. For a private limited company,</p> <p>17 you have to follow the procedures. The</p> <p>18 company is not allowed to strike off if you</p> <p>19 did not do -- there is a checklist for it.</p> <p>20 If the company has a debt, if the company is</p> <p>21 in lawsuit, you are only allowed to strike</p> <p>22 off once they ascertain that the company</p> <p>23 does not have any more asset, no debt, no</p> <p>24 suit. That means the company is clean.</p> <p>25 Then only you are allowed to strike off.</p>	<p style="text-align: right;">Page 322</p> <p>1 LEE KAR YIN</p> <p>2 A Okay, yes.</p> <p>3 Q And then didn't Wave Pte. Ltd.</p> <p>4 get stricken off on August 1, 2008?</p> <p>5 A The resolution was signed on</p> <p>6 August 2008, but it is not immediate.</p> <p>7 Q But what I am saying is: So,</p> <p>8 wasn't Exhibit I transferring copyrights,</p> <p>9 ownership rights from Wave Pte. two days</p> <p>10 prior to it being stricken off so that Wave</p> <p>11 Pte. wouldn't have any assets, as you just</p> <p>12 described?</p> <p>13 A But it is not even -- look, first</p> <p>14 of all -- I am sorry, what do you want?</p> <p>15 Whether it is Wave-S or Lee Kar Yin, those</p> <p>16 work belong to somebody. Those work belong</p> <p>17 to me. They are not orphan work. Somebody</p> <p>18 owns not just photographs, whatever assets,</p> <p>19 tables, chairs, somebody owns all those.</p> <p>20 Q So you are telling me now that</p> <p>21 even though this assignment, which is</p> <p>22 Exhibit I, was dated July 28, 2008, two days</p> <p>23 before the company was stricken off, you are</p> <p>24 telling me that, never mind, it doesn't make</p> <p>25 a difference because you don't care?</p>

19 (Pages 319 - 322)

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1 LEE KAR YIN

2 A Not that. This assignment cannot

3 be backdated. That is what I am trying to

4 tell you. That means it is not correct. I

5 didn't know that at that point in time,

6 thinking tunc pro tunc is now for then.

7 Q Are you telling me, then, that

8 the first time you prepared this document

9 was on or about October 15, 2012, when you

10 went to have it notarized?

11 A What is the question? When I

12 went to notarize?

13 (Thereupon, the record was read

14 back by the reporter as recorded above.)

15 THE WITNESS: Yes. It is very

16 expensive. I cannot keep registering --

17 BY MR. SCHWARTZ:

18 Q Was it your intent when you filed

19 this document with the copyright office, in

20 approximately 2012, to file this document

21 and make it appear that the document was

22 dated or signed July 28, 2008?

23 MR. TOKE: Objection.

24 THE WITNESS: I didn't make it

25 appear to --

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1 LEE KAR YIN

2 MR. TOKE: Hold on.

3 Objection, misstates the

4 testimony. This was not filed with

5 the copyright office in 2012.

6 BY MR. SCHWARTZ:

7 Q When was Exhibit H filed with the

8 copyright office?

9 A I am sorry, if you ask me dates,

10 again, I will say I cannot. I am not --

11 MR. TOKE: Let's go off the

12 record for a second.

13 MR. SCHWARTZ: No, no.

14 MR. TOKE: No, I want to

15 clarify this with you.

16 MR. SCHWARTZ: Well, I don't

17 need clarification right now. Let's

18 just keep going.

19 MR. TOKE: You are putting

20 words in her mouth and actually having --

21 MR. SCHWARTZ: Make an objection.

22 Fine, you made an objection.

23 MR. TOKE: I want to go off the

24 record so we can talk about this.

25 MR. SCHWARTZ: No, I do not

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1 LEE KAR YIN

2 want to go off the record. You are

3 interrupting me. I want to just keep

4 going on. Okay?

5 MR. TOKE: Okay.

6 BY MR. SCHWARTZ:

7 Q Look at paragraph number nine in

8 this document. Paragraph number nine says

9 that The Wave Pte. Ltd. owned all right,

10 title and interest in certain professional

11 photographs, including the photographs

12 registered at, and then you have 9A and 9B.

13 So, is it your belief that you

14 filed with the copyright office the document

15 that wasn't signed on the date indicated on

16 the document itself?

17 MR. TOKE: Objection, vague and

18 ambiguous.

19 MR. SCHWARTZ: Okay, you

20 objected. Go ahead.

21 MR. TOKE: Do you understand

22 the question?

23 MR. SCHWARTZ: Stop coaching her.

24 MR. TOKE: I am not coaching her.

25 BY MR. SCHWARTZ:

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1 LEE KAR YIN

2 Q Do you understand the question?

3 A Can you --

4 Q What part of the question don't

5 you understand?

6 A Can you repeat the question?

7 MR. SCHWARTZ: Sure.

8 Can you repeat the question?

9 (Thereupon, the record was read

10 back by the reporter as recorded above.)

11 THE WITNESS: Is it my belief?

12 Is it my belief, is that the question?

13 (Thereupon, the record was read

14 back by the reporter as recorded above.)

15 THE WITNESS: This is going to

16 be a longer answer. It was notarized

17 on 15 October 2012. U.S. Embassy told

18 us it cannot be that date; it can only

19 be the date when it is notarized.

20 So, it is what it is. U.S.

21 Embassy put the date there. Did I

22 know you cannot backdate? I did not

23 know. And if you tell me you cannot

24 backdate, I am trying to do everything

25 I could because Wave-S, The Wave Private

<p style="text-align: right;">Page 327</p> <p>1 LEE KAR YIN</p> <p>2 Limited all belong to Lee Kar Yin.</p> <p>3 I said this again and again,</p> <p>4 the reason why I put Wave-S and The</p> <p>5 Wave Private Limited is because I</p> <p>6 thought it made a lot of sense so that</p> <p>7 we can identify which job was done by</p> <p>8 which entity.</p> <p>9 BY MR. SCHWARTZ:</p> <p>10 Q If you would look at paragraph</p> <p>11 ten, please. Do you see that?</p> <p>12 A Yes.</p> <p>13 Q Turn to Exhibit B, please.</p> <p>14 Paragraph ten says, "A true and correct copy</p> <p>15 of the corporate minutes reflecting this</p> <p>16 resolution is attached as Exhibit B."</p> <p>17 Exhibit B doesn't contain a true</p> <p>18 and correct copy of the corporate minutes,</p> <p>19 does it?</p> <p>20 A I think it says Exhibit E.</p> <p>21 MR. TOKE: It is E.</p> <p>22 MR. SCHWARTZ: I am sorry, my</p> <p>23 mistake.</p> <p>24 BY MR. SCHWARTZ:</p> <p>25 Q So Exhibit E shows that Wave Pte.</p>	<p style="text-align: right;">Page 329</p> <p>1 LEE KAR YIN</p> <p>2 A Yes. In the first place, the two</p> <p>3 assignments that I did, they are wrong. I</p> <p>4 didn't know you cannot backdate. And U.S.</p> <p>5 Embassy, as you see, did not backdate; they</p> <p>6 just put the date there. If I knew, I wouldn't</p> <p>7 have done it. It costs a lot of money.</p> <p>8 Q So let me see something.</p> <p>9 A They are not even valid. That is</p> <p>10 what I am trying to say.</p> <p>11 Q I understand that you are trying</p> <p>12 to say that they are not valid because it</p> <p>13 doesn't help you. But --</p> <p>14 A It is not that it doesn't help</p> <p>15 me. They are not even valid because it</p> <p>16 cannot be backdated. And it is not like I</p> <p>17 want to backdate. I thought it was now for</p> <p>18 then. And U.S. Embassy put a stamp there on</p> <p>19 the date it was signed.</p> <p>20 Q Okay.</p> <p>21 A I am sorry if all of us artists</p> <p>22 do not know what law and which law and so on</p> <p>23 and so forth. All I knew was these are jobs</p> <p>24 made by Wave-S and I am the owner of The</p> <p>25 Wave. So, if it is not Wave, it would be</p>
<p style="text-align: right;">Page 328</p> <p>1 LEE KAR YIN</p> <p>2 is stricken off as of August 1, 2008.</p> <p>3 So, does that help refresh your</p> <p>4 recollection why the assignment contained as</p> <p>5 Exhibit I was dated July 28, 2008?</p> <p>6 A No, it doesn't help me</p> <p>7 recollecting anything.</p> <p>8 Q So let me see if I am</p> <p>9 understanding this.</p> <p>10 Exhibit E, which is the minutes</p> <p>11 dated August 1, 2008, striking off Wave Pte.</p> <p>12 as a company, required the company not to</p> <p>13 have any assets, right?</p> <p>14 A For striking off?</p> <p>15 Q Yes.</p> <p>16 A Yes.</p> <p>17 Q And so, if Exhibit I, the assignment,</p> <p>18 is null and void, then doesn't Wave Pte.</p> <p>19 still have assets as of August 1, 2008?</p> <p>20 A That is what I am trying to tell you.</p> <p>21 Q And you are saying then that,</p> <p>22 therefore, Wave Pte. Ltd., when it was stricken</p> <p>23 off, all of the copyrights went to you?</p> <p>24 A All assets, tangible and intangible.</p> <p>25 Q Go to you?</p>	<p style="text-align: right;">Page 330</p> <p>1 LEE KAR YIN</p> <p>2 Lee Kar Yin. These jobs cannot be orphan.</p> <p>3 Q What made you think that you had</p> <p>4 to create Exhibit I to transfer the copyrights</p> <p>5 from Wave Pte. to Wave Studio Pte.?</p> <p>6 A Well, when I first heard the term</p> <p>7 nunc pro tunc, which means now for then, I --</p> <p>8 Q When did you first hear that</p> <p>9 expression?</p> <p>10 MR. TOKE: Can we go off the</p> <p>11 record for a second? I am getting a</p> <p>12 call about a family, my family. Just</p> <p>13 for a second.</p> <p>14 MR. SCHWARTZ: Sure.</p> <p>15 (Brief break.)</p> <p>16 BY MR. SCHWARTZ:</p> <p>17 Q When did you come to the belief</p> <p>18 that Exhibits H and I and the other exhibits</p> <p>19 in deposition Exhibit 17 were null and void?</p> <p>20 A Actually, thank you for pointing</p> <p>21 it out during deposition one. I wouldn't</p> <p>22 know because copyright registration is not</p> <p>23 required in Singapore. I have never gone</p> <p>24 through any of this. What you call</p> <p>25 assignment, or recordation, I have never</p>

21 (Pages 327 - 330)

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1 LEE KAR YIN
2 done any of this before.
3 So, we spent such a long time
4 going through all these documents during the
5 first deposition, it made me think that what
6 is wrong with my, what is wrong with my
7 registration? What did I do wrong?
8 Q So you came to the conclusion that
9 you did something wrong with your registration,
10 and you wanted to correct it so that you
11 would own all of the copyrights, right?
12 A In the first place, I do own all
13 the copyrights. So, if I recorded it
14 wrongly or inaccurately, I need to correct
15 them, and I have every right to correct
16 them. And correcting them is even more
17 expensive. I just want them to be recorded
18 accurately if there is anything else that is
19 not accurate.
20 Q So, it was your intention always,
21 from 2000 through 2012, that you
22 individually owned the copyrights?
23 A It actually belonged to the
24 company. I never thought too much about
25 things like that. So, my sole purpose is

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1 LEE KAR YIN
2 just to focus on what I do. This was never
3 a big thing. I mean, for us creative
4 people, or for me creative people, my job is
5 to do the next good job, good job, good job.
6 Q So, as you sit here today, do you
7 believe that GHM is a reputable company?
8 Let me rephrase that.
9 As you sit here today, do you
10 think that GHM is a company with a good
11 reputation?
12 A I can't answer that.
13 Q Why not?
14 A It is like if you asked me is
15 Coca-Cola a good company. I don't know.
16 Q I am asking for your belief. Do
17 you believe, do you personally believe that
18 GHM has a good reputation?
19 MR. TOKE: You mean in the public?
20 BY MR. SCHWARTZ:
21 Q In your mind.
22 A I don't have any good or bad or
23 medium. I don't think of things like that, sir.
24 Q So you don't have any belief one
25 way or the other about GHM's --

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1 LEE KAR YIN
2 A GHM is just a company.
3 Q As you sit here today, do you
4 believe any affiliation with GHM would be a
5 positive thing for you?
6 A I don't think of things like
7 that. Why would I want to think of things
8 like that?
9 MR. SCHWARTZ: So, can you
10 repeat my question?
11 (Thereupon, the record was read
12 back by the reporter as recorded above.)
13 THE WITNESS: I have no belief
14 in whatever.
15 BY MR. SCHWARTZ:
16 Q Do you believe that being associated
17 with GHM would be a negative, would have a
18 negative -- let me rephrase the question.
19 Do you believe that you
20 individually or any of your companies being
21 associated with GHM would be a negative
22 thing for you or your companies?
23 A I don't have any belief.
24 Q Are you aware of any trademarks
25 that GHM has?

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1 LEE KAR YIN
2 A No, I am not aware of any trademarks.
3 Q Do you ever use the name GHM to
4 promote your own business?
5 A I use the things that I created
6 to promote my business. Whether those
7 marketing materials are for Citibank or for
8 Raffles Hotel or for Philippines hotel or
9 for SBC or GHM, I put it on my website.
10 Those are the works that were done, or for
11 Development Bank of Singapore.
12 Q So, on your website, you still
13 use the name GHM, right?
14 A I mean, I have -- I believe if it
15 says GHM, let's say, a GHM calendar, at the
16 bottom it says GHM calendar. It has to be
17 descriptive.
18 Q Do you use the name GHM on the
19 opening page of your website?
20 A No.
21 Q Do you use the name GHM on your
22 website at all?
23 A GHM name would be on the website
24 just like this.
25 Q Why do you --

22 (Pages 331 - 334)

<p style="text-align: right;">Page 335</p> <p>1 LEE KAR YIN</p> <p>2 A If the portfolio, if the</p> <p>3 portfolio shows GHM calendar, then the</p> <p>4 description is GHM calendar. If the</p> <p>5 portfolio is Citibank sales kit, then it's</p> <p>6 Citibank sales kit.</p> <p>7 Q So you still use the name GHM,</p> <p>8 correct, on your website?</p> <p>9 MR. TOKE: Asked and answered.</p> <p>10 THE WITNESS: I have to describe</p> <p>11 what the picture is. It's GHM calendar</p> <p>12 or Coopers & Lybrand calendar.</p> <p>13 MR. SCHWARTZ: Why don't we</p> <p>14 mark that as the next exhibit,</p> <p>15 whatever number it is.</p> <p>16 (Thereupon, the document was</p> <p>17 marked Exhibit 18 for identification,</p> <p>18 as of this date.)</p> <p>19 BY MR. SCHWARTZ:</p> <p>20 Q I have just shown you Exhibit 18.</p> <p>21 Can you identify what that is?</p> <p>22 A That is my website.</p> <p>23 Q And if you look at document 684,</p> <p>24 which is the third or fourth page in --</p> <p>25 A Uh-huh.</p>	<p style="text-align: right;">Page 337</p> <p>1 LEE KAR YIN</p> <p>2 Hotel Management?</p> <p>3 A No. Basically, whatever designs</p> <p>4 that we did, this is a portfolio. So if it</p> <p>5 is The Setai logo that Wave did, then it</p> <p>6 says The Setai, South Beach, Miami. What</p> <p>7 did we do? We created The Setai identity</p> <p>8 with application and stationery.</p> <p>9 Q Did you ask permission to use The</p> <p>10 Setai name in your website?</p> <p>11 A No, I did not. It is descriptive</p> <p>12 to what we did, our portfolio.</p> <p>13 Q What does descriptive mean?</p> <p>14 A I have to describe this logo as</p> <p>15 The Setai. We did -- what did we do? We</p> <p>16 did the corporate branding logo stationery.</p> <p>17 What did we do? How was this applied?</p> <p>18 Q So, if you go through this, and</p> <p>19 there's more than a hundred pages, would you</p> <p>20 agree that there are many instances of your</p> <p>21 use of the names of the hotels that are</p> <p>22 described in your complaint at Exhibit 10?</p> <p>23 A Yes, because we did all the work.</p> <p>24 This is a portfolio.</p> <p>25 Q Yes. And you have never asked</p>
<p style="text-align: right;">Page 336</p> <p>1 LEE KAR YIN</p> <p>2 Q -- can you describe what that is?</p> <p>3 A That is the logo that I did.</p> <p>4 Q I am sorry?</p> <p>5 A That is the logo that I did. I</p> <p>6 designed that logo.</p> <p>7 Q Can you read what it says in the</p> <p>8 lower left-hand side?</p> <p>9 A General Hotel Management.</p> <p>10 Q Did you ask permission to use</p> <p>11 their name?</p> <p>12 A Why do I have to ask permission</p> <p>13 to use the name? I designed this and this</p> <p>14 job is for General Hotel Management.</p> <p>15 Q So my question was: Did you ask</p> <p>16 permission to use their name?</p> <p>17 MR. TOKE: She answered the</p> <p>18 question.</p> <p>19 MR. SCHWARTZ: No, she didn't.</p> <p>20 She asked a question.</p> <p>21 THE WITNESS: No, I did not.</p> <p>22 BY MR. SCHWARTZ:</p> <p>23 Q On your website, are there other</p> <p>24 uses -- can you recall, as you are sitting</p> <p>25 here today, other uses of the name General</p>	<p style="text-align: right;">Page 338</p> <p>1 LEE KAR YIN</p> <p>2 for permission to use the name of any of</p> <p>3 those hotels, correct?</p> <p>4 MR. TOKE: Asked and answered.</p> <p>5 THE WITNESS: Like this, for</p> <p>6 example, editables.</p> <p>7 BY MR. SCHWARTZ:</p> <p>8 Q What page number is at the bottom?</p> <p>9 A 00692. So I did that for Raffles</p> <p>10 International. So, looking -- it is like a</p> <p>11 presentation of what you have done. So, if</p> <p>12 you are asked, like, who was, what is</p> <p>13 editables, or who was this for, or this was</p> <p>14 done for Raffles International, created the</p> <p>15 identity and the brochure template.</p> <p>16 Q You have in the back, for example,</p> <p>17 at 748 you have The Nam Hai from Vietnam, right?</p> <p>18 So, that is your picture on the</p> <p>19 right-hand side?</p> <p>20 A Yes.</p> <p>21 Q You chose to use the name of the</p> <p>22 hotel, right, on the left-hand side?</p> <p>23 A That is the name of the picture,</p> <p>24 where it was shot.</p> <p>25 Q Right. But the words The Nam Hai</p>

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<p style="text-align: right;">Page 339</p> <p>1 LEE KAR YIN</p> <p>2 Vietnam are not on the picture, right?</p> <p>3 A It is to --</p> <p>4 Q Identify the picture?</p> <p>5 A Yes, this is The Nam Hai Hoi An</p> <p>6 in Vietnam. It is just like if I take a</p> <p>7 picture now and said this is Manhattan.</p> <p>8 Q Right. So, aren't you putting</p> <p>9 the name Nam Hai on that picture to identify</p> <p>10 where the picture was taken?</p> <p>11 A Yes.</p> <p>12 Q And you are doing it to show that</p> <p>13 you have taken pictures of very nice hotels,</p> <p>14 right?</p> <p>15 A Very nice pictures for the hotels.</p> <p>16 There are also other people who took</p> <p>17 pictures of the hotel and they are crappy.</p> <p>18 Q Right, of course.</p> <p>19 But the picture, the picture that</p> <p>20 you took can stand by itself as a beautiful</p> <p>21 picture without your using the name of the</p> <p>22 hotel, correct?</p> <p>23 A But we are allowed to use it for</p> <p>24 our self-promotion.</p> <p>25 Q What is the basis of that statement?</p>	<p style="text-align: right;">Page 341</p> <p>1 LEE KAR YIN</p> <p>2 position that discovery cannot be</p> <p>3 taken at this point with regard to</p> <p>4 anything but the issues, the threshold</p> <p>5 issue of ownership of copyrights. Yes?</p> <p>6 MR. SCHWARTZ: I am not here to</p> <p>7 answer your questions. You can make</p> <p>8 any objection you want to. I am going</p> <p>9 to continue asking questions unless</p> <p>10 you stop, and you are wasting the time.</p> <p>11 THE WITNESS: If I take a</p> <p>12 picture of an apple, okay, without the</p> <p>13 label, I will put that Washington</p> <p>14 apple because that is the name of the</p> <p>15 apple. Am I supposed to ask for</p> <p>16 permission from Washington apple?</p> <p>17 If I take a picture of, let's</p> <p>18 say, Empire State Building and, like,</p> <p>19 I am going to put that this is a --</p> <p>20 the picture of Empire State Building</p> <p>21 is here, and I am going to put here</p> <p>22 Empire State, New York.</p> <p>23 BY MR. SCHWARTZ:</p> <p>24 Q Are you done?</p> <p>25 A I am trying to explain to you.</p>
<p style="text-align: right;">Page 340</p> <p>1 LEE KAR YIN</p> <p>2 A It is our portfolio.</p> <p>3 Q It is your portfolio. But did</p> <p>4 The Nam Hai know that you were using this</p> <p>5 photograph on your website?</p> <p>6 A I think Ralph knows. He has seen</p> <p>7 this. You know, this is my first and only</p> <p>8 website. I think some of them know because</p> <p>9 they commented that this is --</p> <p>10 MR. TOKE: Go ahead, finish.</p> <p>11 Then I will interpose an objection.</p> <p>12 THE WITNESS: This is a personal</p> <p>13 portfolio. All artists do that.</p> <p>14 MR. TOKE: So, I am going to</p> <p>15 ask you, what exactly is the relevance</p> <p>16 of this testimony? Since, as you have</p> <p>17 pointed out repeatedly, the only issue</p> <p>18 that is open for discovery at this</p> <p>19 point has to do with ownership or</p> <p>20 licensing of the copyrights, what does</p> <p>21 this have to do with that?</p> <p>22 MR. SCHWARTZ: It is my question.</p> <p>23 That is what it has to do with.</p> <p>24 MR. TOKE: No, no, hold on.</p> <p>25 No, you take -- GHM has taken the</p>	<p style="text-align: right;">Page 342</p> <p>1 LEE KAR YIN</p> <p>2 MR. SCHWARTZ: Okay. So, your</p> <p>3 lawyer has also said that for purposes</p> <p>4 of this deposition, I cannot ask you</p> <p>5 questions about damages.</p> <p>6 Is that right?</p> <p>7 MR. TOKE: Yes.</p> <p>8 MR. SCHWARTZ: So, I think this</p> <p>9 is about the end of the time period</p> <p>10 that was allotted, and I am telling</p> <p>11 you now that I am going to ask for</p> <p>12 additional time because I got</p> <p>13 Exhibit 17 late last night. It was</p> <p>14 not fair for me to have to try to</p> <p>15 prepare to ask questions about it</p> <p>16 today and bump other questions I have.</p> <p>17 In addition, I believe I am</p> <p>18 entitled to ask questions about</p> <p>19 damages and follow up on the documents</p> <p>20 that the witness already said during</p> <p>21 the first transcript relating to</p> <p>22 damages which my adversary is not</p> <p>23 agreeing to give to me.</p> <p>24 So, I am adjourning the</p> <p>25 deposition at this point because I</p>

24 (Pages 339 - 342)

<p style="text-align: right;">Page 343</p> <p>1 LEE KAR YIN</p> <p>2 think my time is up. And you can make</p> <p>3 whatever statement you want to make,</p> <p>4 and then we will go back to the magistrate.</p> <p>5 MR. TOKE: Okay, that is fine.</p> <p>6 If GHM wants to seek extra time, that</p> <p>7 is its prerogative. I understand.</p> <p>8 GHM has taken the position that</p> <p>9 discovery is limited, and so we are</p> <p>10 simply following the position that GHM</p> <p>11 has taken.</p> <p>12 If GHM wants to change that</p> <p>13 position, we are certainly open to</p> <p>14 discussion, and I would expect that</p> <p>15 GHM should answer questions in discovery</p> <p>16 that it hasn't responded to so far on</p> <p>17 the basis that discovery is limited.</p> <p>18 So, if GHM wants to do that,</p> <p>19 fine. Then it has got to be</p> <p>20 reciprocal, and the plaintiff is</p> <p>21 willing to talk about that.</p> <p>22 MR. SCHWARTZ: Okay. Let's</p> <p>23 adjourn the deposition.</p> <p>24 THE REPORTER: Does anyone want</p> <p>25 a copy of this transcript?</p>	<p style="text-align: right;">Page 345</p> <p>1</p> <p>2 A C K N O W L E D G E M E N T</p> <p>3</p> <p>4 STATE OF NEW YORK)</p> <p>5 :SS</p> <p>6 COUNTY OF)</p> <p>7</p> <p>8 I, LEE KAR YIN, hereby certify</p> <p>9 that I have read the transcript of my</p> <p>10 testimony taken under oath in my deposition</p> <p>11 of September 9, 2015; that the transcript is</p> <p>12 a true, complete and correct record of my</p> <p>13 testimony, and that the answers on the</p> <p>14 record as given by me are true and correct.</p> <p>15</p> <p>16</p> <p>17 LEE KAR YIN</p> <p>18</p> <p>19</p> <p>20 Signed and Subscribed to</p> <p>21 before me, this ____ day</p> <p>22 of _____, 2015.</p> <p>23</p> <p>24</p> <p>25 Notary Public, State of New York</p>
<p style="text-align: right;">Page 344</p> <p>1 LEE KAR YIN</p> <p>2 MR. TOKE: Yes.</p> <p>3 MR. VANDUSEN: Yes, I will take</p> <p>4 a copy. My file number is 24-7287-00-6.</p> <p>5 (Time noted: 12:55 p.m.)</p> <p>6</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>	<p style="text-align: right;">Page 346</p> <p>1 I N D E X</p> <p>2 WITNESS</p> <p>3 LEE KAR YIN</p> <p>4 EXAMINATION BY: PAGE</p> <p>5 MR. SCHWARTZ 253</p> <p>6</p> <p>7</p> <p>8 E X H I B I T S</p> <p>9</p> <p>10 NUMBER DESCRIPTION PAGE</p> <p>11 16 Exhibit 2 to the complaint 273</p> <p>12 17 Stack of documents 297</p> <p>13 18 Website document 335</p> <p>14 *Ex. 16 was retained by counsel.</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>

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<p style="text-align: center;">Page 347</p> <p style="text-align: center;">1 CERTIFICATE</p> <p>2</p> <p>3 STATE OF NEW YORK)</p> <p style="text-align: center;">:SS</p> <p>4 COUNTY OF NEW YORK)</p> <p>5</p> <p>6 I, JESSICA R. TAFT, a Shorthand</p> <p>7 Reporter and Notary Public within and for</p> <p>8 the State of New York do hereby certify:</p> <p>9 That LEE KAR YIN, the witness</p> <p>10 whose examination is herein before set</p> <p>11 forth, was duly sworn by me and that this</p> <p>12 transcript of such examination is a true</p> <p>13 record of the testimony given by such</p> <p>14 witness.</p> <p>15 I further certify that I am not</p> <p>16 related to any of the parties to this action</p> <p>17 by blood or marriage and that I am in no way</p> <p>18 interested in the outcome of this matter.</p> <p>19</p> <p>20 IN WITNESS WHEREOF, I have hereunto set my</p> <p>21 hand this 13th day of September 2015.</p> <p>22</p> <p>23 <i>Jessica R. Taft</i></p> <p>24 _____</p> <p style="text-align: center;">JESSICA R. TAFT</p> <p style="text-align: center;">Commission Number 01TA6041411</p> <p>25 Expires: 05/07/2018</p>	<p style="text-align: center;">Page 349</p> <p>1 Veritext Legal Solutions</p> <p>2 290 W. Mt. Pleasant Ave. - Suite 3200</p> <p>3 Livingston, New Jersey 07039</p> <p>4 Toll Free: 800-227-8440 Fax: 973-629-1287</p> <p>5 _____, 2015</p> <p>6 To: Vijay Toke, Esq.</p> <p>7 Case Name: The Wave Studio v. GMDH</p> <p>8 Veritext Reference Number: 2126707</p> <p>9 Witness: Leo Kar Yin Deposition Date: 9/9/2015</p> <p>10 Dear Sir:</p> <p>11 Enclosed please find a deposition transcript. Please have the witness</p> <p>12 review the transcript and note any changes or corrections on the</p> <p>13 included errata sheet, indicating the page, line number, change, and</p> <p>14 the reason for the change. Have the witness' signature at the bottom</p> <p>15 of the sheet notarized except in California where they are signing</p> <p>16 under penalty of perjury and forward the errata sheet back to us at</p> <p>17 the address shown above.</p> <p>18</p> <p>19 If the jurat is not returned within thirty days of your receipt of</p> <p>20 this letter, the reading and signing will be deemed waived.</p> <p>21</p> <p>22 Sincerely,</p> <p>23 Production Department</p> <p>24 Encl.</p> <p>25 Cc: All Counsel</p>																																																
<p style="text-align: center;">Page 348</p> <p>1 ERRATA SHEET</p> <p>2 VERITEXT LEGAL SOLUTIONS</p> <p>3 800-227-8440</p> <p>4 ASSIGNMENT NO. NJ2126707</p> <p>5 CASE NAME: The Wave Studio v. GMDH</p> <p>6 DATE OF DEPOSITION: 9/9/2015</p> <p>7 WITNESS NAME: Leo Kar Yin</p> <p>8</p> <table border="1"> <thead> <tr> <th>PAGE/LINE(S)</th> <th>CHANGE</th> <th>REASON</th> </tr> </thead> <tbody> <tr><td>6</td><td>/</td><td>/</td></tr> <tr><td>7</td><td>/</td><td>/</td></tr> <tr><td>8</td><td>/</td><td>/</td></tr> <tr><td>9</td><td>/</td><td>/</td></tr> <tr><td>10</td><td>/</td><td>/</td></tr> <tr><td>11</td><td>/</td><td>/</td></tr> <tr><td>12</td><td>/</td><td>/</td></tr> <tr><td>13</td><td>/</td><td>/</td></tr> <tr><td>14</td><td>/</td><td>/</td></tr> <tr><td>15</td><td>/</td><td>/</td></tr> <tr><td>16</td><td>/</td><td>/</td></tr> <tr><td>17</td><td>/</td><td>/</td></tr> <tr><td>18</td><td>/</td><td>/</td></tr> <tr><td>19</td><td>/</td><td>/</td></tr> <tr><td>20</td><td>/</td><td>/</td></tr> </tbody> </table> <p>21 _____</p> <p style="text-align: center;">Leo Kar Yin</p> <p>22 (Notary not required in California)</p> <p>23 SUBSCRIBED AND SWORN TO</p> <p>24 BEFORE ME THIS DAY</p> <p>25 OF , 2015.</p> <p>26 _____</p> <p style="text-align: center;">NOTARY PUBLIC</p> <p>27 MY COMMISSION EXPIRES</p>	PAGE/LINE(S)	CHANGE	REASON	6	/	/	7	/	/	8	/	/	9	/	/	10	/	/	11	/	/	12	/	/	13	/	/	14	/	/	15	/	/	16	/	/	17	/	/	18	/	/	19	/	/	20	/	/	<p>26 (Pages 347 - 349)</p>
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[wave - york]

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Federal Rules of Civil Procedure

Rule 30

(e) Review By the Witness; Changes.

(1) Review; Statement of Changes. On request by the deponent or a party before the deposition is completed, the deponent must be allowed 30 days after being notified by the officer that the transcript or recording is available in which:

(A) to review the transcript or recording; and

(B) if there are changes in form or substance, to sign a statement listing the changes and the reasons for making them.

(2) Changes Indicated in the Officer's Certificate. The officer must note in the certificate prescribed by Rule 30(f)(1) whether a review was requested and, if so, must attach any changes the deponent makes during the 30-day period.

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Exhibit “C”

IN THE UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

)
IN THE MATTER OF)
)
THE WAVE STUDIO, LLC, a New York)
Limited Liability Corporation,)
Plaintiff,)
)
) CASE NO:
v.) 7:13-cv-09239-CS-PED
)
GENERAL HOTEL MANAGEMENT LTD.,)
et al,)
Defendants.)

VIDEOTAPED DEPOSITION OF RALF OHLETZ GRAF VON PLETTENBERG

Wednesday, September 23, 2015

AT: 2:10 p.m.

Taken at:

Allen & Gledhill
31st Floor, 1 Marina Boulevard
Singapore 018989

Court Reporter:

Helen Case

Accredited Real-time Reporter

A P P E A R A N C E S

Appearing for the Plaintiff:

MR. VIJAY TOKE

COBALT LAW LLP

918 Parker Street, Building A21

Berkley, CA 94710

Telephone: (510) 841-9800

Appearing for the Defendant:

MR. HOWARD J. SCHWARZ

CHIESA SHAHINIAN & GIANTOMASI PC

One Boland Drive

West Orange, NJ 07052

Telephone: (973) 530-2031

Also present:

Ms. Lee Kar Yin

VIDEOGRAPHER:

Chee Meng Chen

Flex Video Productions

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1

P R O C E E D I N G S

14:10:32 2

VIDEOGRAPHER: This is the video operator

14:10:34 3

speaking, Chee Meng Chen of DTI, 1 Raffles Place #50-00,

14:10:46 4

Tower 1, Singapore 048616. Today is 23rd September 2015 and

14:10:55 5

the time is 2:11 p.m.

14:10:59 6

We are at the offices of Allen & Gledhill, 31st

14:11:05 7

floor, 1 Marina Boulevard, Singapore, to take the videotaped

14:11:10 8

deposition of Ralf Ohletz in the matter of The Wave Studio

14:11:17 9

LLC, a New York Limited Liability Corporation, v. General

14:11:21 10

Hotel Management et al.

14:11:24 11

Will counsel please introduce themselves for the

14:11:27 12

record.

14:11:29 13

MR. SCHWARZ: Howard Schwarz, representing General

14:11:31 14

Hotel Management.

14:11:33 15

MR. TOKE: Vijay Toke, representing The Wave

14:11:35 16

Studio LLC.

14:11:40 17

VIDEOGRAPHER: Will the court reporter, Helen Case

14:11:43 18

of DTI, please swear in the witness.

14:11:49 19

COURT REPORTER: Would you state your full name,

14:11:50 20

please.

14:11:51 21

A. My name is Ralf Ohletz Count von Plettenberg.

14:11:55 22

RALF OHLETZ COUNT VON PLETTENBERG,

14:12:08 23

having been duly affirmed, testified as follows:

14:12:11 24

MR. SCHWARZ: With respect to the swearing of the

14:12:12 25

witness, we will have the same agreement as yesterday, that

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14:12:16 1 the court reporter is authorized to give the oath and there
14:12:19 2 will be no objection to that.

14:12:22 3 MR. TOKE: So stipulated.

14:12:24 4 MR. SCHWARZ: Okay.

14:12:24 5 EXAMINATION BY MR. SCHWARZ:

14:12:25 6 Q. Have you ever been deposed before?

14:12:28 7 A. No, this is my first time.

14:12:30 8 Q. We are going to ask you a series of questions
14:12:33 9 and you have to answer them verbally. You understand that?

14:12:36 10 A. Yes.

14:12:37 11 Q. If you don't understand the question, just
14:12:39 12 tell me or Mr. Toke and we'll try to rephrase it.

14:12:43 13 A. Yes.

14:12:46 14 Q. Where are you presently employed?

14:12:48 15 A. I'm the president of Regent Hotels and
14:12:49 16 Resorts.

14:12:52 17 Q. What are your job responsibilities generally
14:12:54 18 there?

14:12:54 19 A. Well, I overlook all aspects of the hotel
14:12:58 20 business, from the tangible, the intangible and the
14:13:01 21 positioning, meaning the development of hotels, the
14:13:04 22 management of hotels and the positioning of hotels.

14:13:08 23 Q. How long have you been president?

14:13:09 24 A. Five and a half years.

14:13:10 25 Q. Prior to that where did you work?

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14:13:12 1 A. I was more than 20 years with GHM Hotels.

14:13:16 2 Q. During the time that you were with GHM
14:13:19 3 Hotels -- General Hotel Management Ltd., the defendant in
14:13:23 4 this case.

14:13:25 5 A. Yes.

14:13:26 6 Q. And during the time that you were there, what
14:13:28 7 were your responsibilities?

14:13:29 8 A. I was the vice-president of the company,
14:13:31 9 meaning the number 2 in the company.

14:13:35 10 Q. Who was number 1 in the company?

14:13:37 11 A. Hans Jenni.

14:13:38 12 Q. During the time that you were vice-president
14:13:39 13 of the company, over the 20 years that you were there, what
14:13:43 14 were among the responsibilities that you had?

14:13:46 15 A. Again, it was creating the product that made
14:13:50 16 GHM famous. So I -- the tangible element of the product,
14:13:55 17 which is development of hotels, conceptual, overlooking the
14:14:00 18 marketing and sales material and the food concepts.

14:14:05 19 Q. During the time that you were there, what was
14:14:07 20 the business of General Hotel Management?

14:14:09 21 A. Hotel management and hotel restaurant
14:14:12 22 management.

14:14:14 23 Q. Was there a particular niche hotel that
14:14:17 24 General Hotel Management developed and worked for?

14:14:19 25 A. Yes, absolutely. In those days -- it's

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14:14:22 1 25 years ago now -- in those days we were called the
14:14:26 2 boutique operator, which means it's a very specific type of
14:14:30 3 hotel which focused on lifestyle, rather than generic
14:14:33 4 selling a room. And that's -- and we did this particularly
14:14:38 5 well because we didn't have a generic name, like Hyatt,
14:14:41 6 Hilton, Four Seasons, we had individual names.

14:14:45 7 So, GHM was the company based in Singapore who put
14:14:52 8 this together, but the names were always with the owners, so
14:14:56 9 Legian, Datai, Setai, individual names. So we were very
14:15:04 10 clearly product driven rather than name driven. And this is
14:15:07 11 a very specific skill, because if you look at hotels
14:15:10 12 generally, people book them because of their name. If you
14:15:14 13 know, say, tomorrow we are going to Bali and we stay in
14:15:17 14 Hilton Hotel, you know pretty much what a Hilton Hotel looks
14:15:22 15 like, it's not going to be a great surprise to you. Even
14:15:25 16 though nowadays, 25 years later it has changed.

14:15:27 17 So all major companies have gone into our business
14:15:31 18 model, so all Four Seasons and Ritz-Carltons and so on have
14:15:35 19 now become boutique operators as well because they realized
14:15:40 20 that made the success it had, ie for Marriott bought
14:15:44 21 Ritz-Carlton and Ritz-Carlton has now another brand called
14:15:48 22 Ritz-Carlton Reserve, and so everything is much more
14:15:52 23 segmented.

14:15:54 24 We did that already 25 years ago, so we saw this
14:15:56 25 coming, and that's why it was very important for us not to

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14:16:00 1 have a generic name and it was more important to have the
14:16:03 2 hotel speak for itself or its product. So, GHM was also
14:16:08 3 very small at the bottom, a GHM hotel. But the name Setai
14:16:13 4 or Sukhothai or whatever it is, was in full front and the
14:16:18 5 GHM was at the back.

14:16:23 6 Q. Are you having trouble?

14:16:24 7 A. Sorry, am I speaking too fast?

14:16:25 8 Q. Yes.

14:16:25 9 A. I will slow down a bit.

14:16:27 10 Q. You used the term "lifestyle". Can you
14:16:29 11 describe to people who may not know what it is, what do you
14:16:32 12 mean by the GHM lifestyle hotel?

14:16:35 13 A. Well, lifestyle very clearly is -- okay, let's
14:16:39 14 put it in a very simple context. If you take a taxi from
14:16:42 15 the airport to downtown, you have a choice of a
14:16:46 16 Mercedes-Benz or you have a choice of a normal small car.
14:16:51 17 So there's a difference in price, even though the distance
14:16:56 18 is the same. So I would say that this ride is a bit more of
14:17:01 19 a luxury lifestyle because if you have a Mercedes-Benz, you
14:17:04 20 have more space and maybe the driver probably speaks
14:17:06 21 English, while if you take a normal car, you're just another
14:17:10 22 passenger.

14:17:12 23 So, the Mercedes-Benz driver -- and there are
14:17:15 24 differences in these taxi companies -- charge a different
14:17:19 25 price for a different experience. So we are in the

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14:17:22 1 experience economy here. So it's not just only because you
14:17:25 2 have a Mercedes-Benz but because you have a guy who
14:17:28 3 understands perhaps what you want better.

14:17:31 4 So that's -- it's the same thing in the hotel. We
14:17:33 5 understand our customer, it's very customer focused. We
14:17:38 6 don't operate hotels that have 500 rooms, we are very much
14:17:43 7 into the 150 room category. We have now added residential
14:17:49 8 elements to this. I'm talking about GHM, right, because
14:17:52 9 Regent is a little bit of a different story.

14:17:55 10 And so I think that really made the success of GHM
14:18:03 11 because every hotel that we open up became the leader in its
14:18:08 12 market.

14:18:10 13 Q. Okay. And what role did GHM have in
14:18:14 14 developing the hotel that you are talking about?

14:18:17 15 A. Well, we conceptualized the hotels, meaning
14:18:22 16 the concept is very important. I give an example perhaps of
14:18:25 17 the Setai, since we're talking to an American judge here --
14:18:28 18 I don't know whether the judge will know the Setai, but it's
14:18:32 19 a hotel in Miami, and Miami as a destination, I think the
14:18:37 20 hotel is about 15 years old now, was a very predictable
14:18:41 21 destination for partying. So people from New York used to
14:18:44 22 go to Miami in the winter and party.

14:18:47 23 The two famous hotels you had there was the Delano
14:18:51 24 and the Shore Club. And when the Delano opened it was
14:18:55 25 really a big, big thing, it was done by Philippe Starck, it

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14:18:58 1 was a lifestyle product, you know, big curtains in the lobby
14:19:01 2 and, you know, everybody went there because it was a party
14:19:03 3 destination.

14:19:05 4 When we did the Setai, we didn't want to be in
14:19:07 5 that same category. And one of the most important
14:19:12 6 trademarks really of GHM was we never benchmark ourselves.
14:19:16 7 So we focus purely on our product and the reason why the
14:19:19 8 product was very interesting is because we looked at things
14:19:23 9 differently. Yes, we sold rooms, but we, as an Asian
14:19:27 10 company, we wanted to bring an Asian experience to Miami,
14:19:32 11 which had never happened before.

14:19:36 12 So one of the interesting elements in Miami is the
14:19:40 13 art decor architecture, I suppose. I mean, we're not quite
14:19:44 14 the same as Los Angeles or New York, but nevertheless,
14:19:48 15 that's what it is. So we used that art decor architecture
14:19:54 16 as a concept to develop what we have developed, which is now
14:19:58 17 the Setai, i.e. we looked at what is the Asian equivalent to
14:20:03 18 a New York art decor building and we saw in Asia it's -- of
14:20:08 19 course, the best city that represents art decor would be
14:20:11 20 Shanghai.

14:20:12 21 So while we were doing development in Shanghai, in
14:20:17 22 China overall, we were looking at -- a lot of Chinese
14:20:22 23 buildings were pulled down and made way for high rise. So
14:20:26 24 that fact we used and bought a lot of used bricks. So,
14:20:32 25 while our hotel was a new hotel, and the bricks were 120 --

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14:20:38 1 from the 1920s, so almost 100 years old, it gave us
14:20:43 2 immediately a patina to the hotel. So we used them on the
14:20:48 3 walls and the floors, instead of a typical in situ. So this
14:20:53 4 is what I describe as a concept.

14:20:57 5 We had three different pools with three different
14:21:00 6 temperatures. We brought every year 70 Balinese from our
14:21:04 7 hotels in Bali to work at the poolside, to give this
14:21:09 8 additional Asian service element there. And so the whole --
14:21:13 9 it was very, very concept driven rather than manual driven.
14:21:16 10 Manual driven, I would call manual driven, in another
14:21:21 11 company, let's say, Four Seasons or Ritz-Carlton, they have
14:21:24 12 a manual standard guidelines and they pretty much work to
14:21:28 13 these guidelines. That has all changed now because they
14:21:31 14 realize these characteristic hotels, i.e. concept hotels, do
14:21:34 15 much better than the generic one-of-a-kind run-of-the-mill
14:21:38 16 hotel.

14:21:38 17 So that created the success of the Setai. So
14:21:42 18 that's when I talk about creating a concept, this was a
14:21:46 19 concept which was different for America, it was appealing
14:21:49 20 and because of that reason we charged more than double what
14:21:53 21 the Four Seasons and the Ritz-Carlton, who were also present
14:21:57 22 at the time in the market, were.

14:22:00 23 Q. During the time that you worked at GHM
14:22:03 24 developing lifestyle, did you have any role in the marketing
14:22:07 25 of the hotels?

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14:22:09 1 A. I'm sorry, did I have any?

14:22:11 2 Q. Any role in the marketing of the hotels?

14:22:14 3 A. No. Marketing was a separate department. But

14:22:16 4 I was preparing -- as I said, there are three steps for

14:22:21 5 hotel operation; it's the tangible, the intangible, the

14:22:26 6 management of the hotel and the positioning of the hotel.

14:22:29 7 So I was involved in the concept and I was involved in

14:22:32 8 everything what -- the concept is a tangible element, so

14:22:36 9 what the guest sees, touches and feels, everything that goes

14:22:41 10 in the room, from the shampoo, everything, to the guest

14:22:44 11 experience really, right. So therefore I was absolutely

14:22:49 12 100 per cent in charge of the brochures, all the materials,

14:22:53 13 the marketing materials.

14:22:57 14 Q. During the time that you were in charge of all

14:22:59 15 the marketing materials, did there come a time when you met

14:23:02 16 with Junior Lee?

14:23:03 17 A. Yes. We worked for 10 years. So obviously at

14:23:08 18 one stage we met, I think we were introduced through a

14:23:13 19 common friend called Puri, who was at the time the food and

14:23:16 20 beverage director of the Raffles Hotel here in Singapore,

14:23:19 21 which is a leading hotel. He's American. And Junior was

14:23:22 22 doing some work for him and so we were growing and so she

14:23:26 23 was recommended by him and we were working for 10 years with

14:23:34 24 her.

14:23:34 25 Q. Over the 10 years that you would work with

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14:23:37 1 Junior, can you describe the course of conduct that you
14:23:39 2 engaged in with her for creating materials to establish the
14:23:47 3 lifestyle for the hotels.

14:23:49 4 A. Well, we gave her a brief. So, I would call
14:23:53 5 her typically, and then we'd say, "Well, we are doing a
14:23:56 6 hotel there and there." And then we've established a
14:24:00 7 long-term working relationship because we had certain needs
14:24:07 8 for different types of brochures, pre-opening brochure,
14:24:11 9 actual brochure and then various other types of things --
14:24:14 10 in-room packaging, you know, for toothpaste and all of that.
14:24:19 11 So the whole package. So I did this with her, yes.

14:24:27 12 Q. Can you give me an example of how your work
14:24:30 13 relationship with Junior Lee would go on during the course
14:24:35 14 of the creation of the material that you were talking about.

14:24:39 15 A. Well, it was work in progress, because this is
14:24:43 16 a lot of work, because she comes up with an idea, and then
14:24:45 17 by the time we finalize and massage the idea -- because
14:24:49 18 I ultimately was in charge of this thing and so I ultimately
14:24:54 19 make the decision, what things should look like. But she
14:24:57 20 made a lot of recommendations. And then, of course, it
14:25:01 21 needs to be implemented, i.e. printed.

14:25:03 22 And so having an idea or having a format is one
14:25:06 23 thing, but then I wanted somebody, because -- I don't know,
14:25:13 24 prior to her coming to GHM we had other people and it was
14:25:16 25 very complicated for me because we were dealing with so many

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14:25:20 1 different type of people. So I wanted a one-stop solution.

14:25:24 2 So a one-stop solution is where she comes in, we

14:25:27 3 talk about what we need for a hotel and she takes it from

14:25:30 4 there. So, i.e., not just taking photographs for a brochure

14:25:34 5 but also make sure that it's properly printed, properly set

14:25:39 6 up, properly color separated and, you know, all of that.

14:25:43 7 So, right from day one to the end, to the final product on

14:25:47 8 my desk, so to speak, yes.

14:25:49 9 Q. Would you be present at a hotel when Ms. Lee

14:25:52 10 was working?

14:25:53 11 A. Doing what? You mean at a photo shoot?

14:25:57 12 Q. Taking pictures, yes.

14:25:58 13 A. Yes, mostly, mostly. Maybe not all but

14:26:00 14 mostly, yes.

14:26:01 15 Q. Mostly, perhaps 90 percent of the time?

14:26:03 16 A. Yes, probably, yes.

14:26:05 17 Q. So, can you describe how you would work with

14:26:08 18 her at the location, what actually was going on between

14:26:12 19 yourselves.

14:26:13 20 A. Well, we usually start -- depends what we

14:26:16 21 shoot. If we shoot a pre-opening brochure, obviously there

14:26:19 22 is only a mock-up for the shoot, so you have the mock-up

14:26:23 23 room from different angles, then you do a few detailed

14:26:27 24 shots, a few location shots, in order to have this brochure

14:26:30 25 that you have, you know, which is a three --

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14:26:34 1 Q. Would you like to refer to one of these?

14:26:36 2 A. Yes.

14:26:37 3 Q. Pull one out, if you want, and then give it to

14:26:39 4 the reporter and she'll mark it. We only have one copy.

14:26:43 5 A. This is what I would call a pre-opening

14:26:45 6 brochure.

14:26:46 7 Q. Okay. Hold on one second. If you hand it to

14:26:47 8 the reporter, she'll be able to mark it as an exhibit.

14:26:52 9 A. This is a --

14:26:52 10 Q. Hold it. She's physically going to put a

14:26:52 11 number on it.

14:26:52 12 (Exhibit 45 marked for identification)

14:26:52 13 Q. This is just so we know what you're talking

14:26:52 14 about when the case goes to court, it will be numbered.

14:27:21 15 MR. TOKE: This is a pre-opening brochure?

14:27:24 16 A. This is like a pre-opening brochure, because

14:27:26 17 you have little information. As I said, you have just a

14:27:29 18 villa or a room. And so it's a quarter, a third A4, so

14:27:35 19 based like this. Okay? So we would shoot that.

14:27:39 20 If we shot -- which is normally three days,

14:27:43 21 perhaps, I don't know, depending on how many detailed shots

14:27:47 22 we do as well.

14:27:49 23 BY MR. SCHWARZ:

14:27:50 24 Q. Describe that. How many shots would be taken

14:27:52 25 on a --

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14:27:53 1 A. Well, I mean if you see here, we have here how
14:27:54 2 many shots -- one, two, three, four shots. Right? So we
14:27:59 3 would take 20 or 25, because we need this for different
14:28:03 4 purposes. And the pre-opening brochure is something to be
14:28:07 5 mailed. In those days we mailed things, the internet was
14:28:10 6 not as developed as it is now. But it was used for all sort
14:28:14 7 of purposes, and to tease the and to inform the travel agent
14:28:20 8 that we are within a year opening this hotel.

14:28:22 9 So we had a little flyer here which goes in there
14:28:26 10 and it says this is what we're having, and these will be the
14:28:27 11 rooms, these are the restaurants, and we are opening this
14:28:32 12 hotel in one year's time or thereabouts.

14:28:35 13 Q. When you were present, who would actually be
14:28:38 14 taking the photographs?

14:28:40 15 A. Masano, the photographer.

14:28:41 16 Q. Can you give us his full name, if you know it?

14:28:44 17 A. I don't know his full name. As a matter of
14:28:46 18 fact, Regent is using Masano for quite a while now, because
14:28:51 19 we appreciate his work and so, therefore, totally unrelated
14:28:54 20 to what's happening here, we work with Masano, and he has a
14:28:59 21 different set-up now. But -- so we had a lot of choices of
14:29:06 22 photographers but we choose to work with her because I knew
14:29:09 23 him and he knows what I want, so it's good to have a
14:29:13 24 consistency there.

14:29:14 25 Q. Who would have final approval as to what

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14:29:16 1 photographs would be selected between yourself and Ms. Lee?

14:29:20 2 A. Well, I have the final say but we did it

14:29:23 3 together.

14:29:24 4 Q. When you say you did it --

14:29:27 5 A. When she comes up with, you know, a layout and

14:29:30 6 you say, "No, do this, do this, do that, do that," and

14:29:33 7 then -- you know, it was a joint effort.

14:29:36 8 Q. It was a joint effort to create something but

14:29:40 9 you had the final approval of what would be used?

14:29:43 10 A. Yes, yes, of course.

14:29:44 11 Q. Did Ms. Lee ever tell you that she wanted to

14:29:47 12 have final approval?

14:29:48 13 A. No, and she wouldn't have gotten final

14:29:51 14 approval because she was engaged by us. Why would she?

14:29:56 15 Q. When you say "by us", who --

14:29:57 16 A. We gave her a lot of artistic freedom, of

14:30:01 17 course, if you mean by approval like this, okay. Okay? We

14:30:01 18 tried a lot of things and she came up with ideas, and

14:30:03 19 sometimes we massaged the ideas. But the approval was

14:30:06 20 always by myself.

14:30:07 21 Q. And she never protested that?

14:30:08 22 A. Not that I can recollect, no.

14:30:11 23 Q. And she accepted that you were the -- that

14:30:14 24 you, on behalf of the hotels, were commissioning the work?

14:30:17 25 A. Yes. I was -- I was giving the contract to

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14:30:21 1 her, I mean the job to her, yes.

14:30:26 2 Q. You were giving the job to her, meaning you

14:30:28 3 called her up and you gave her instructions on what to do?

14:30:33 4 A. I called her up and said, "Come on over, we

14:30:34 5 have a new job," yes, yes. I was the liaison.

14:30:39 6 Q. Between whom?

14:30:40 7 A. Between GHM and her.

14:30:41 8 Q. Okay. And who paid --

14:30:41 9 A. So I would say, I would say -- that's why I'm

14:30:45 10 here, totally on a free will. I didn't have to appear here,

14:30:49 11 I have nothing to do with GHM as such, and I'm quite baffled

14:30:52 12 at this whole situation here, and that's why I'm coming here

14:30:56 13 to you to tell you what it is.

14:30:58 14 So, I worked with her for 10 years and I've never

14:31:00 15 encountered any issues, any problems, and that's why we

14:31:04 16 worked with her for 10 years. And so --

14:31:08 17 Q. When did you stop working at GHM?

14:31:11 18 A. Five and a half years ago.

14:31:13 19 Q. So, to go back again to the working

14:31:15 20 relationship that you had with Ms. Lee --

14:31:24 21 A. I call her Junior --

14:31:28 22 Q. Okay, Junior.

14:31:28 23 A. -- because we have a very cordial

14:31:30 24 relationship. It was not a relationship, I would say,

14:31:32 25 between a stranger and a supplier.

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14:31:35 1 Q. You got along well with her?

14:31:36 2 A. Yes, absolutely.

14:31:38 3 Q. And, as far as today is concerned, you would
14:31:40 4 still consider --

14:31:41 5 A. Absolutely. What's happening with her and GHM
14:31:43 6 is nothing to do with me. I just state the facts the way
14:31:47 7 I see them and the way I see them happen.

14:31:49 8 Q. Okay. And during the 10 years that she worked
14:31:53 9 for you and the hotels, how would you evaluate her work
14:31:58 10 ethic and her work product?

14:32:00 11 A. Look, if I would have any complaints,
14:32:03 12 I wouldn't have continued working with her. I think she's
14:32:07 13 extremely talented. And what I liked about her is her
14:32:12 14 system of getting things done. And she is very focused and
14:32:20 15 that's -- that's her great qualities.

14:32:23 16 So, you know, when you start working with
14:32:25 17 somebody, you know what people like. And she understood the
14:32:29 18 brand, she understood what is expected of her and what we
14:32:34 19 liked as a brand and how we positioned our hotels.

14:32:37 20 Q. So, in your words --

14:32:39 21 A. And it made it really easy for everybody, you
14:32:41 22 know. Otherwise, if you continue to change, it's difficult.

14:32:44 23 Q. So, in your words, what did you believe her to
14:32:47 24 understand about the brand when you were working with her?

14:32:51 25 A. Well, I mean, she was a supplier and over the

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14:32:55 1 time she understands the way we wanted to do things. And
14:32:59 2 so, I think, since she's been to all the hotels and she has
14:33:05 3 seen the growth of the various properties, that they are all
14:33:09 4 different, we had a -- we had a certain thread of lifestyle
14:33:16 5 that went through each hotel, but it was important that they
14:33:20 6 were all different. But what bound them all together were
14:33:24 7 the brochures. So when you go to a travel agent and you
14:33:27 8 look at the brochures of many other competitors, you see our
14:33:32 9 brochures stand out.

14:33:34 10 And this is the full brochure -- because I didn't
14:33:38 11 answer the earlier question properly. This is a pre-opening
14:33:41 12 brochure which has five or six photographs, this is a full
14:33:45 13 brochure of maybe 20 or 30 photographs.

14:33:46 14 Q. Okay. Why don't we just stop and let the
14:33:49 15 reporter mark that one.

14:33:50 16 A. When the hotel opened, we would do this
14:33:53 17 exercise, which is sometimes a week, 10 days, I don't know
14:33:56 18 how long it would take, but thereabouts.

14:33:58 19 Q. Let the court reporter mark The Legian
14:34:03 20 brochure as 46.

14:34:05 21 A. So this is what we call a pre-opening brochure
14:34:07 22 and this is a regular brochure.

14:34:24 23 (Exhibit 46 marked for identification)

14:34:26 24 Q. So, at any time during the 10 years that you
14:34:30 25 worked with Junior, did she ever tell you that she believed

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14:34:34 1 she owned any of the rights to any of the photographs or
14:34:38 2 designs in either a pre-opening brochure or a brochure as in
14:34:45 3 exhibit number 46?

14:34:46 4 A. No. If she would have --

14:34:49 5 MR. TOKE: Excuse me, can we have the question
14:34:50 6 read back again, please.

14:34:51 7 (Question read back.)

14:35:09 8 A. No. Because if she would have done, it would
14:35:12 9 have been her last day with us.

14:35:14 10 BY MR. SCHWARZ:

14:35:14 11 Q. And why is that?

14:35:15 12 A. Because it makes it complicated. The very
14:35:17 13 fact is -- we worked with her for 10 years and the very fact
14:35:21 14 is that we have opened hotels in different parts of the
14:35:24 15 world, we could have gone to a different photographer. So,
14:35:28 16 for instance, America example, since we did the Setai
14:35:33 17 brochure, we had easily access to American photographers who
14:35:36 18 didn't have to fly all the way down from here. As a matter
14:35:40 19 of fact, the excess luggage that they bring along, the
14:35:46 20 lights, the this, the that, was quite substantial, and it
14:35:50 21 was stuck, I think, in customs at one stage.

14:35:52 22 So, to undergo this thing, you need to work with
14:35:54 23 somebody who understands what we want, number 1. But also
14:35:57 24 you don't want to have any problems. Because every country
14:36:00 25 has different laws and different regulations to this. So

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14:36:03 1 for us it was an easy relationship, it was a full
14:36:06 2 understanding. Because we made full use of the brochures as
14:36:09 3 we feel fit, not just only for the brochures. We shot on
14:36:12 4 average, let's say, 100 photographs or more and used maybe a
14:36:17 5 third for a big brochure like this, and the rest was used,
14:36:22 6 the detailed shots, for magazines, for, you know, internal
14:36:28 7 promotions, for F&B promotions, whatever.

14:36:31 8 So, it would have been much easier and cost
14:36:34 9 effective to get a local firm. But we were insisting that
14:36:37 10 we have Junior and her team, because she wasn't alone
14:36:43 11 there -- but she wasn't the photographer, the photographer
14:36:45 12 was Masano, but she was part the team -- to come along and
14:36:50 13 set this up because she understood what we are doing.

14:36:54 14 Q. At any time -- to rephrase my question -- at
14:37:01 15 any time during the 10 years that you worked with Junior did
14:37:03 16 she ever use the expression "copyright"?

14:37:07 17 A. I can't recall that. I don't know.

14:37:10 18 MR. TOKE: You said, "I can't recall that"?

14:37:12 19 A. I can't recall, no.

14:37:14 20 MR. TOKE: No, I just couldn't hear you. Sorry.

14:37:15 21 A. I can't recall that.

14:37:16 22 As I said, I repeat again, if that conversation
14:37:19 23 had ever come up, that would have been her last day, for
14:37:23 24 sure.

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14:37:23 1 BY MR. SCHWARZ:

14:37:24 2 Q. And why is that?

14:37:25 3 A. Because it's complicated, as I just expressed.

14:37:28 4 Why would we go through all this exercise, when you work
14:37:31 5 with somebody for a long time who understands what you want
14:37:36 6 to do, bring her around the world, when we can have local
14:37:39 7 guys doing this. And she wasn't the -- that's why I'm quite
14:37:44 8 baffled, she wasn't the photographer. The photographer was
14:37:47 9 Masano. She was part of the photographer team.

14:37:50 10 Q. Okay. And during the time --

14:37:53 11 A. By the way, we didn't have any -- this is what
14:37:56 12 I've learned of course, so maybe I'm jumping the gun here a
14:37:59 13 little bit -- we had no understanding whatsoever that there
14:38:03 14 was a side deal between her and Masano, that Masano gave her
14:38:08 15 the right of the photography.

14:38:09 16 I work in the meantime with many other
14:38:12 17 photographers, and I've worked with photographers before, we
14:38:14 18 never had any issues. So, we never knew that, according to
14:38:18 19 Masano, she had the right of the photographs. Because that
14:38:22 20 was a side deal she did with him.

14:38:25 21 Q. When you refer to you've worked with many
14:38:27 22 photographers and you never had any issues, you mean no
14:38:30 23 photographer ever claimed that they own the intellectual
14:38:35 24 property and photographs ---

14:38:38 25 A. No.

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14:38:38 1 Q. Let me finish. You have to let me finish.

14:38:38 2 That GHM took on behalf of the hotels and for which the
14:38:40 3 hotels paid.

14:38:41 4 A. Well, this -- this, to my knowledge, being in
14:38:47 5 this business for 40 years, being in the lifestyle business
14:38:50 6 and five-star business, this would be a very unusual
14:38:53 7 practice. I don't know which hotel group would do that.

14:38:55 8 But I find it absolutely unacceptable because in the hotel
14:38:59 9 business you have to use materials that you produce and pay
14:39:01 10 for in numerous forms. So, for anyone to put that
14:39:05 11 restriction on to a third company, I think would be very
14:39:11 12 difficult to work with.

14:39:13 13 Q. That's a good point.

14:39:14 14 Did Junior ever tell you at any point during the
14:39:18 15 10 years that any of the work, the photographs, that Masano
14:39:22 16 took with her or any of the work that she contributed to the
14:39:27 17 projects that you worked on, did she ever say that -- did
14:39:31 18 she ever say to you that she owned any intellectual property
14:39:36 19 rights in any of her photographs or any of the work that she
14:39:41 20 did?

14:39:41 21 A. No.

14:39:41 22 Q. Okay. Did she ever say to you any time during
14:39:44 23 the 10 years that you worked with her that she owned any
14:39:47 24 rights at all, not just intellectual property right or not
14:39:52 25 copyright, but that she believed she had any ownership in

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14:39:58 1 the photographs or the designs or any of the work that went
14:40:02 2 into the lifestyle materials that were produced?

14:40:04 3 A. No. Because if she would have any ownership,
14:40:07 4 there would have been a reference.

14:40:09 5 Q. And what do you mean by that?

14:40:10 6 A. Well, the reference is -- if you take a
14:40:13 7 photograph from Annie Leibovitz and she photographs a house
14:40:16 8 and it's published in 'Architectural Digest', then there's a
14:40:20 9 reference of her on the side or there's a reference on the
14:40:24 10 brochure. There's no reference of anything. The reference
14:40:26 11 is GHM and the reference is our marketing distributor,
14:40:30 12 Leading Hotels of the World.

14:40:32 13 Q. And, to you, what does that signify, that
14:40:36 14 there was no reference or credit to Junior on any of the
14:40:39 15 marketing materials?

14:40:40 16 A. Well, you know, she was paid for a job, she
14:40:44 17 delivered the job, and that I would consider the end of her
14:40:49 18 job.

14:40:50 19 Q. So --

14:40:51 20 A. So, if there would be a claim -- and, again,
14:40:55 21 as I said, I worked with her for 10 years -- if there would
14:40:59 22 be a claim at any time during the 10 years, she would say to
14:41:02 23 me, "Well, you know, this is my brochure, I would like to
14:41:06 24 have a reference here, you know, I did this," which I would
14:41:08 25 have never agreed.

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14:41:11 1 Q. Okay. And who paid her -- you mentioned that
14:41:19 2 she was paid. Who paid her?

14:41:21 3 A. She was paid by the individual hotels, because
14:41:23 4 these brochures refer to the hotels.

14:41:25 5 Q. Okay. And was there --

14:41:28 6 A. Even if she did a GHM brochure, which is a
14:41:30 7 collection of the hotels, it was charged individually by the
14:41:33 8 hotels. So there's an A4 brochure, which is something like
14:41:37 9 that size. This is not the one. Yes, this is the one, it's
14:41:38 10 is the one here. There's an A4 brochure, this size.

14:41:41 11 Q. What are you calling it?

14:41:43 12 A. We just call it an A4 brochure.

14:41:46 13 Q. Okay.

14:41:46 14 A. The format is A4. And this is a GHM brochure.
14:41:50 15 It says "GHM", right? And inside are the collection of all
14:41:56 16 the hotels that GHM is managing. So that brochure is
14:42:01 17 paid -- let's say the brochure is \$10 and we have 10 hotels,
14:42:05 18 each hotel has to pay \$1 for the production of that
14:42:09 19 brochure.

14:42:09 20 Q. Okay. Just stop for a second. Let's mark
14:42:11 21 that.

14:42:12 22 (Exhibit 47 marked for identification)

14:42:18 23 MR. TOKE: Could you read -- you're speaking very
14:42:18 24 quickly. I'm just trying to understand. Could you read
14:42:18 25 back that last answer, please.

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14:42:35 1 (Answer read back.)

14:43:07 2 A. So while, in contrast to this brochure here,
14:43:12 3 this is the hotel brochure here of The Legian, if we print
14:43:16 4 1,000 brochures, the whole 1,000 brochures expense goes to
14:43:20 5 The Legian. So I just wanted to make the difference between
14:43:24 6 the two, between the corporate brochure and the hotel
14:43:27 7 brochure.

14:43:28 8 BY MR. SCHWARZ:

14:43:29 9 Q. At any time after Junior was paid by the
14:43:32 10 hotels did she then claim to you that she had ownership
14:43:36 11 rights in the photographs or any of the marketing materials?

14:43:40 12 A. No.

14:43:41 13 Q. Okay.

14:43:41 14 A. Because, as I said, we -- we took, let's say
14:43:45 15 on average 100 photographs, I don't know exactly, but in
14:43:49 16 this brochure here, which is a very comprehensive brochure,
14:43:52 17 the hotel brochure, we have maybe 30 photographs, 40, and
14:43:57 18 the rest we used at liberty for various publications, for
14:44:04 19 various promotions, for in-house, in the lifts and, you
14:44:08 20 know, F&B promotion, etc.

14:44:19 21 Q. When you used the expression "at liberty", can
14:44:21 22 you elaborate on what you mean?

14:44:23 23 A. Yes. Once the disk was given, then it was
14:44:25 24 ours and we used all the photos the way we see fit.

14:44:29 25 Q. Okay. What do you mean by "the disks"?

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14:44:31 1 A. Well, I mean, okay, in those days, we were
14:44:34 2 handed -- when the job was done by Junior Lee, we were
14:44:37 3 handed a disk, I mean a CD-ROM, so one was given to the
14:44:41 4 hotel and one was given to us -- "us" as in head office
14:44:45 5 copy.

14:44:47 6 Q. Okay. And was there any markings on the
14:44:50 7 photographs on the disks indicating that Junior Lee was
14:44:53 8 asserting rights to the photographs?

14:44:54 9 A. Absolutely none.

14:44:56 10 Q. Okay. And what would --

14:44:59 11 A. Because if there would be, because they were
14:45:02 12 not used only by myself, I mean my job was then finished and
14:45:06 13 then it was handed over to the marketing department, and if
14:45:10 14 it would be the case, the marketing department would have
14:45:12 15 definitely come back to me and said, "What's this?"

14:45:15 16 Q. Okay. So, there were two CDs delivered; is
14:45:18 17 that correct?

14:45:19 18 A. Generally, yes.

14:45:20 19 Q. One to --

14:45:20 20 A. I mean -- yes. Maybe not in quantity but one
14:45:21 21 set for the hotel and one set for the office.

14:45:23 22 Q. I meant there were two sets delivered?

14:45:27 23 A. Yes, two sets.

14:45:28 24 Q. And to your knowledge did the set that was
14:45:31 25 sent to the hotel have any markings on it that said "Owned

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14:45:35 1 by Junior Lee" or anything to that effect?

14:45:37 2 A. I don't know that, because -- no. I don't

14:45:40 3 know. No.

14:45:43 4 MR. TOKE: You said "No" or "I don't know"?

14:45:45 5 A. I don't know.

14:45:47 6 MR. TOKE: You don't know. Okay. I'm asking for

14:45:48 7 clarification. Thank you.

14:45:48 8 A. I don't know.

14:45:50 9 BY MR. SCHWARZ:

14:45:51 10 Q. Did Junior at any time tell that you there was

14:45:54 11 a limit to the ways that the hotels could use the

14:45:57 12 photographs?

14:45:58 13 A. No. And, again, that would have been totally

14:46:01 14 unacceptable to me.

14:46:09 15 Q. To your knowledge, over the 10 years that you

14:46:12 16 worked with her and had the course of conduct that you have

14:46:14 17 described, is it your understanding that Junior Lee

14:46:17 18 understood that she didn't own the rights?

14:46:21 19 A. Again, as I said, I'm here at my own free

14:46:24 20 will, I'm not -- I'm repeating myself -- I've worked with

14:46:28 21 Junior for 10 years and I'm baffled that this comes up. So,

14:46:32 22 I mean, no, we never had a conversation about any of this.

14:46:37 23 Q. Okay. At the time -- again, just the lawyers

14:46:44 24 have to do this to clarify things -- at the time, during the

14:46:47 25 10 years that you were working and supervising Junior Lee,

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14:46:52 1 would it be fair to say you supervised her?

14:46:55 2 A. Well, I approved the final product.

14:46:56 3 Q. Okay.

14:46:57 4 A. Supervised, no, because she has her own
14:47:00 5 company and she produced the product for us and once it was
14:47:04 6 agreeable then it was printed.

14:47:06 7 Q. Okay. So, during the time that you were --

14:47:07 8 A. So if you mean supervising, no, because we had
14:47:11 9 a certain standard when it comes to, as I said, to the print
14:47:14 10 run and this and that. She always did that by herself.
14:47:17 11 That's what she gets paid for. We didn't want to be
14:47:22 12 supervising all this.

14:47:23 13 Q. Okay. So, during the time of the 10 years
14:47:24 14 that you had final authority over Junior for the products
14:47:27 15 that were to be delivered to you on behalf of the hotels,
14:47:31 16 what was your understanding of who owned the photos?

14:47:36 17 A. The hotel.

14:47:37 18 Q. And why?

14:47:37 19 A. The hotel paid for it.

14:47:40 20 Q. Okay. If you don't mind, I need to take a
14:47:43 21 break, just for a men's room break.

14:47:51 22 VIDEOGRAPHER: Going off the record. The time is
14:47:53 23 2:47 p.m.

14:47:56 24 (2:47 p.m.)

14:47:59 25 (Recess taken.)

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14:52:51 1 (2:55 p.m.)

14:53:01 2 VIDEOGRAPHER: Back on the record. The time is

14:55:42 3 2:55 p.m.

14:55:44 4 BY MR. SCHWARZ:

14:55:45 5 Q. During the 10-year period that you worked with

14:55:53 6 Junior and had approval over the work that she was

14:55:59 7 commissioned to do by you on behalf of the hotels, did you

14:56:04 8 and Junior or did anyone on behalf of General Hotel

14:56:07 9 Management and Junior ever sign a specific agreement

14:56:12 10 regarding her work?

14:56:14 11 A. I certainly didn't.

14:56:15 12 Q. And during the time that you worked with

14:56:18 13 Junior over the 10 years, would it be fair to say that you

14:56:23 14 developed a pattern and a course of conduct of how you would

14:56:25 15 work together with her?

14:56:27 16 A. Well, absolutely. That's why the relationship

14:56:29 17 lasted as long as it did. And it was very easy because, you

14:56:33 18 know, she understood what we wanted, we worked with her very

14:56:37 19 well, we liked her work. Absolutely.

14:56:39 20 Q. Okay. And, again, at no point during that

14:56:43 21 course of conduct over 10 years did she ever indicate in any

14:56:47 22 way at all, whether in writing or oral, that she believed

14:56:53 23 that she owned any rights in any of the photographs that

14:56:56 24 were taken when she worked under your --

14:56:59 25 A. Well, certainly not in writing. Oral,

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14:57:01 1 I cannot recall anything, and I don't think so. As I said,
14:57:05 2 my reaction would have been very different to that.

14:57:10 3 Q. And what would your reaction have been?

14:57:13 4 A. Well, if she would have asked me this, I would
14:57:15 5 have said, "Well, it's too complicated for us, so we find
14:57:20 6 somebody else."

14:57:21 7 Because the reason why we went with her is it was
14:57:25 8 a one-stop solution, as I mentioned. Because the moment you
14:57:29 9 start taking photographs, using the photographs for
14:57:30 10 different publications -- i.e., media, print media, our own
14:57:34 11 publications, internet, etc., etc. -- it's a very
14:57:37 12 complicated thing. And so, for us, it was -- it was much
14:57:40 13 better to go with one person than having dealt with so many
14:57:45 14 people. And it would have made our working, or working with
14:57:48 15 anyone, very complicated.

14:57:50 16 Just, can you imagine, you have to ask anyone, or
14:57:52 17 you have to ask somebody who owns a photograph, every time
14:57:54 18 you use that for something else, for permission. I mean,
14:57:58 19 this is just -- never mind whether there should be a payment
14:58:01 20 or not. Right? But this -- this is -- I've never heard
14:58:05 21 this in our industry, and I'm a captain of this industry.

14:58:08 22 Q. So, that's a good point you brought out. At
14:58:11 23 any time did Junior Lee ask you for payment for the use of
14:58:14 24 the photographs in the brochure itself?

14:58:16 25 A. No. It was one payment, it was done by the

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14:58:18 1 hotel, it was end of story.

14:58:20 2 Q. Okay.

14:58:20 3 A. No.

14:58:21 4 Q. Did Junior ever --

14:58:23 5 A. And this was for 10 years. So, obviously, if
14:58:26 6 something went wrong afterwards, I don't know. But for
14:58:29 7 10 years nobody asked, nobody paid. So ...

14:58:33 8 Q. Nobody asked for a license fee --

14:58:38 9 A. That's right, yes.

14:58:38 10 Q. -- and nobody paid a license fee?

14:58:39 11 A. And nobody paid a license fee.

14:58:40 12 Q. She was paid her -- whatever her bill was, she
14:58:44 13 was paid?

14:58:45 14 A. She was paid her fee, and that was the end of
14:58:46 15 it.

14:58:47 16 Q. Okay. Did Junior Lee ever tell you at any
14:58:50 17 point during the 10 years that you had your course of
14:58:53 18 conduct and working relationship with her that the photos
14:58:56 19 could not be used to market the hotels?

14:58:58 20 A. Well, the whole purpose of this was marketing
14:59:00 21 the hotels. No.

14:59:02 22 Q. So, she never said that?

14:59:04 23 A. Well, otherwise, why would I engage her? The
14:59:07 24 whole purpose is it's a marketing tool.

14:59:10 25 Q. Okay.

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14:59:10 1 A. It's not something --

14:59:10 2 MR. TOKE: I'm sorry, can we go back two questions

14:59:12 3 before that. I didn't quite -- the answer was quick.

14:59:46 4 MR. SCHWARZ: Okay.

14:59:46 5 (Questions and answers read back.)

14:59:48 6 Q. Okay.

14:59:51 7 A. They are not for decorative purposes, like in

14:59:53 8 the room or whatever. Therefore, the entire purpose of this

14:59:56 9 is marketing. It's positioning. And marketing positioning

15:00:00 10 is a big -- it has a big umbrella, it entails all sorts of

15:00:06 11 mediums, including internet and, nowadays, of course, the

15:00:12 12 use of computer -- not computer, iPhones and all of that

15:00:16 13 sort of thing, you know. So this is -- of course, it's

15:00:19 14 different all the time.

15:00:21 15 Q. Okay.

15:00:21 16 A. So I would not see that we would restrict

15:00:24 17 ourselves, as we need to go with the times. To restrict

15:00:27 18 ourselves, doing it only for a brochure or only for a film

15:00:30 19 or only for a specific promotion, I mean, it makes no sense

15:00:34 20 to me.

15:00:35 21 Q. And not only did it not make sense to you but

15:00:38 22 Junior Lee never asked --

15:00:40 23 A. No.

15:00:41 24 Q. Let me just finish the question. She never

15:00:46 25 asked for -- she never claimed that she reserved the right

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15:00:49 1 to limit the use of the photographs in any fashion other

15:00:52 2 than marketing for the hotels?

15:00:54 3 A. No.

15:00:55 4 Q. No, that's correct what I said?

15:00:58 5 A. Yes. Because, as I said again, if that would

15:01:00 6 have come up, that would have been the end of our

15:01:02 7 relationship, and working -- working relationship.

15:01:04 8 MR. TOKE: Could you read the question again,

15:01:05 9 please?

15:01:05 10 (Questions and answers read back.)

15:01:05 11 MR. TOKE: Did you say "other than for marketing"?

15:01:05 12 COURT REPORTER: "Other than marketing for the

15:01:05 13 hotels," yes.

15:01:05 14 MR. TOKE: Okay.

15:01:54 15 A. Yes, we only used it for that, not for any --

15:01:57 16 as I said, for decoration or whatever, yes. So it was

15:02:01 17 marketing a product.

15:02:05 18 BY MR. SCHWARZ:

15:02:06 19 Q. At any time during the 10-year course of

15:02:11 20 conduct that you had with Junior did she ever say or

15:02:13 21 indicate to you in any way that she was licensing the

15:02:17 22 intellectual property rights or the copyright or the

15:02:20 23 ownership rights of the photographs to you?

15:02:22 24 A. No.

15:02:23 25 Q. In any fashion whatsoever, over the entire

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15:02:26 1 time that you worked with her, was there any conduct by

15:02:33 2 Junior that indicated to you that she owned the photos?

15:02:37 3 A. No.

15:02:39 4 Q. Did she ever -- let me rephrase that.

15:02:45 5 Over the entire time you worked with her, was

15:02:48 6 there any conduct by Junior that indicated to you that she

15:02:52 7 was claiming that she owned the intellectual property to the

15:02:55 8 photos?

15:02:56 9 A. No.

15:02:57 10 MR. SCHWARZ: I have no further questions at this

15:02:58 11 time. As I said, I'd like to reserve some time at the end.

15:03:01 12 I think I've stopped at about an hour.

15:03:05 13 MR. TOKE: Hold on. I didn't restart.

15:03:05 14 MR. SCHWARZ: It's about an hour.

15:03:06 15 MR. TOKE: Okay.

15:03:16 16 VIDEOGRAPHER: Forty-five minutes.

15:03:19 17 MR. SCHWARZ: Okay. Even better.

15:03:43 18 MR. TOKE: Okay. Why don't we just take that one

15:03:43 19 last question. Could you read that last question back,

15:03:43 20 please?

15:03:43 21 (Question and answer read back.)

15:03:47 22 EXAMINATION BY MR. TOKE:

15:04:00 23 Q. I can't believe in 45 minutes we covered this

15:04:03 24 many pages of stuff. You speak very quickly. It's very

15:04:06 25 helpful in some ways but it's hard to follow sometimes. So,

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15:04:09 1 I'll ask you to slow down a little bit, if you don't mind.

15:04:14 2 Mr. Ohletz, good afternoon, thank you for being

15:04:17 3 here. My name is Vijay Toke, I represent the plaintiff in

15:04:21 4 this matter, The Wave Studio LLC, which I can tell you is a

15:04:25 5 company owned by Junior Lee.

15:04:26 6 I'll call her Junior, as well, if you don't mind,

15:04:30 7 since I know you do.

15:04:32 8 Let's talk about your history at GHM. You said

15:04:37 9 that you, for 20 years, were at GHM; is that right?

15:04:40 10 A. That's right.

15:04:41 11 Q. What were the years of your employ there?

15:04:43 12 A. I beg your pardon?

15:04:45 13 Q. What were the years of your employ at GHM?

15:04:47 14 What years were you there?

15:04:50 15 A. Oh, five and a half years ago. I don't know.

15:04:52 16 Twenty years.

15:04:54 17 Q. Right. So let's see -- okay. So you started

15:04:56 18 at Regent Hotels in 2010?

15:04:59 19 A. Five and a half years ago. So you can work it

15:05:01 20 back.

15:05:02 21 Q. So, 2010?

15:05:03 22 A. So, when I left GHM I went to Regent

15:05:07 23 immediately.

15:05:08 24 Q. Okay. So around 2010; is that right?

15:05:10 25 A. Yes, thereabouts, yes.

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15:05:12 1 Q. Okay. And so 20 years before that, so around

15:05:14 2 1990 you started working for GHM?

15:05:17 3 A. Yes.

15:05:17 4 Q. Okay. And were you the -- I think you said

15:05:20 5 you were the senior vice-president or vice-president?

15:05:23 6 A. Senior vice-president, yes, or vice-president.

15:05:24 7 I was the number 2 in the company.

15:05:26 8 Q. You were number 2 in the company. Okay.

15:05:28 9 A. Yes.

15:05:28 10 Q. And you were there for 20 years, so 1990 to

15:05:32 11 roughly 2010, as vice-president or senior vice-president --

15:05:35 12 A. Yes.

15:05:35 13 Q. -- of the company?

15:05:36 14 If you'll let me just finish the question, then

15:05:38 15 that way there's no overlap and it's easier, there's a

15:05:41 16 cleaner record, if you wouldn't mind. Thank you.

15:05:45 17 So, you were the number 2 in the company. As the

15:05:47 18 number 2 in the company, what were your duties? I think you

15:05:51 19 elaborated on some, but did you -- could you walk us through

15:05:55 20 that again, just in terms of your overall duties for the

15:05:58 21 company.

15:06:01 22 A. Since this was a boutique hotel company and we

15:06:05 23 were not developing hotels according to manuals alone, i.e.,

15:06:09 24 we were developing projects, different projects, my

15:06:14 25 responsibility made sure -- was to ensure that the guest

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15:06:19 1 experience is as different as possible from our competitor.

15:06:22 2 So, which means we have crafted all our products, the

15:06:26 3 hotels, the restaurants, whatever we did -- so you would

15:06:31 4 call it crafted nowadays -- rather than from experience.

15:06:36 5 So, we looked at what the market is, or the market

15:06:39 6 we want to appeal to, and so it was a crafted experience

15:06:46 7 whereby everything from the concept to the delivery to the

15:06:52 8 marketing had to be different.

15:06:54 9 As you can see here already from the brochures,

15:06:56 10 the brochures are -- these are old brochures now -- but

15:07:00 11 these are not your typical normal brochures. And I can

15:07:03 12 elaborate if you want.

15:07:04 13 Q. No, no, that's great. So --

15:07:07 14 A. No, I think I should elaborate because I think

15:07:11 15 it's very important, if you don't mind.

15:07:14 16 Q. Well, what are you going to elaborate on?

15:07:16 17 Because I was asking more about your duties.

15:07:18 18 A. Okay.

15:07:18 19 Q. And so --

15:07:18 20 A. Well, my duties is -- because it will explain

15:07:21 21 when I elaborate this.

15:07:23 22 Q. Oh, okay.

15:07:24 23 A. So, my duties very clearly is to define our

15:07:28 24 product from the competition. And if you look at this

15:07:30 25 brochure here, okay, and it has 30 pages, just say, okay,

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15:07:35 1 but if you look through all the brochures here, in
15:07:37 2 general -- maybe I'll do it like this, for the camera
15:07:40 3 here -- you find one very distinct element not existing in a
15:07:44 4 typical brochure.

15:07:45 5 Q. Words.

15:07:46 6 A. Text. Right? And this is an absolute vital
15:07:48 7 part of my working with her. Because we want people to see
15:07:54 8 the brochure and say, "Oh, this is very nice," rather than
15:07:59 9 stating we are the best, we are this, we are that, it's a
15:08:03 10 great location and so on. That's why it was absolutely very
15:08:06 11 important that the photographs were just stating the fact
15:08:09 12 here -- the suite, the lobby, the whatever. Right? And so,
15:08:11 13 just describing what you see, but we don't describe what you
15:08:14 14 normally find in a brochure.

15:08:16 15 So that is a very distinctive factor of how we
15:08:19 16 would market and what's the difference between our hotels
15:08:21 17 and most hotels. If you look at most hotel brochures, you
15:08:25 18 will find text in it and you'll find photographs also that
15:08:29 19 were staged, with people in it, the best view, big food
15:08:32 20 baskets, big flower arrangement and all this, and when I go
15:08:36 21 to the hotels, you don't find all this.

15:08:38 22 So what we did in our hotels, very distinctively
15:08:41 23 here, this is what you'll see when you go there.

15:08:45 24 Q. Yes. So, a picture is worth a thousand words.

15:08:47 25 A. This was my responsibility.

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15:08:48 1 Q. Okay.

15:08:50 2 A. And that responsibility was told to Junior,

15:08:53 3 and together we came up with this sort of look.

15:08:58 4 Q. A picture is worth a thousand words.

15:09:00 5 A. Absolutely.

15:09:00 6 Q. Right.

15:09:00 7 A. That was our --

15:09:02 8 Q. And that was the concept.

15:09:04 9 A. Yes.

15:09:05 10 Q. So you conceptualized all of these hotels?

15:09:08 11 A. As I said --

15:09:08 12 Q. Okay.

15:09:08 13 A. I conceptualized, developed and opened the

15:09:12 14 hotels.

15:09:13 15 Q. So, you worked with Junior approximately

15:09:15 16 10 years; correct?

15:09:16 17 A. Or thereabouts, yes, a good part.

15:09:18 18 Q. So, you do you remember when the relationship

15:09:21 19 ended? It was around 2007, wasn't it?

15:09:23 20 A. Could be. I don't know.

15:09:25 21 Q. Does that sound about right?

15:09:26 22 A. It sounds about right, yes.

15:09:27 23 Q. Okay. So, you started working with Junior

15:09:29 24 maybe late '90s until about 2007? Sounds about right?

15:09:33 25 A. No, because I think -- she did not start from

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15:09:35 1 the beginning with us, because she was 10 years -- I was
15:09:41 2 20 years with the company, so she came in much later.
15:09:44 3 I don't know the exact time. It was the time when Puri, who
15:09:48 4 was the general manager of the Setai -- at that time, he was
15:09:54 5 the food and beverage manager of the -- this I don't know,
15:09:58 6 but I can easily find that out.

15:10:00 7 Q. Sure. No, no, no, I'm just asking --

15:10:00 8 A. So, when he was food and beverage manager at
15:10:02 9 th Raffles, our relationship started, whenever that was.

15:10:07 10 Q. Okay. Okay. That's fine. And you said
15:10:08 11 before you worked with Junior you would come up with these
15:10:11 12 types of brochures but you had to work with a lot of
15:10:13 13 different companies; is that right?

15:10:14 14 A. I didn't come up with these types of
15:10:15 15 brochures, I came up with the idea.

15:10:18 16 Q. Pardon me.

15:10:18 17 A. We came up with the brochure.

15:10:20 18 Q. Understood. So, you came up with the idea for
15:10:21 19 the brochures and then, to make that happen, you would work
15:10:24 20 with a number of different companies in order to do that;
15:10:28 21 right?

15:10:28 22 A. No. We worked with Junior alone, not with a
15:10:31 23 number of different companies.

15:10:32 24 Q. What I'm saying is, before working with
15:10:37 25 Junior --

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15:10:39 1 A. Oh, before, that's right, before, correct,

15:10:39 2 yes.

15:10:39 3 Q. Because you testified that one of the

15:10:39 4 appealing things --

15:10:39 5 A. Absolutely.

15:10:39 6 Q. Let me finish my question. You can answer the

15:10:40 7 question after I've finished it, please. Thank you.

15:10:43 8 MR. SCHWARZ: That's for the court reporter. She

15:10:47 9 can't record two people at once.

15:10:48 10 A. Yes, I'm sorry.

15:10:48 11 MR. SCHWARZ: Okay.

15:10:49 12 BY MR. TOKE:

15:10:49 13 Q. I appreciate it. I know in every --

15:10:50 14 A. It's my first time, so sorry.

15:10:52 15 Q. No, no, absolutely, it's understandable. But

15:10:55 16 it's important that we do not overlap, so that she can take

15:10:59 17 one person talking at one time.

15:11:00 18 A. Okay.

15:11:03 19 Q. So, you testified before Junior -- I'm sorry.

15:11:06 20 You testified that one of the things that was really

15:11:09 21 appealing in working with Junior -- and when I say Junior, I

15:11:12 22 mean Wave, her companies. You understand?

15:11:14 23 A. No. I worked with Junior.

15:11:16 24 Q. That wasn't a question actually.

15:11:19 25 A. I had a very cordial relationship.

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15:11:19 1 Q. Hold on. I'm trying to finish my question.

15:11:20 2 I'm saying -- for the purposes of my questioning

15:11:23 3 you, when I say you were working with Junior, you were

15:11:26 4 working with one of her companies; isn't that right?

15:11:29 5 A. No. I was working with Junior.

15:11:32 6 Q. Okay. So --

15:11:34 7 A. I didn't know she had several companies.

15:11:36 8 I relate to Junior as a person, and she presented a bill;

15:11:40 9 whatever the bill says on top -- Wave, willy-nilly, Mickey

15:11:45 10 Mouse -- was none of my concern. I related to her because

15:11:51 11 she related to me of what I wanted.

15:11:53 12 Q. Okay. So --

15:11:53 13 A. It was irrelevant of the name of the company.

15:11:54 14 Q. Okay. That's fine. So, you testified that

15:11:56 15 one of the things that was really appealing of working with

15:11:58 16 Junior was that she was a one-stop shop; yes?

15:12:02 17 A. Absolutely, yes.

15:12:02 18 Q. Okay. And so what that meant was she would

15:12:05 19 coordinate all the work that needed to be done in order to

15:12:09 20 produce, for example, this brochure for The Legian?

15:12:13 21 A. Yes, absolutely.

15:12:15 22 Q. And before you were working with Junior, you

15:12:18 23 would have to -- you were working with several different

15:12:21 24 companies to create the same kind of product; yes?

15:12:24 25 A. Well, yes. Because we had a photographer

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15:12:26 1 traditionally. I would there do -- be also around, do a bit
15:12:30 2 of the stage setting, which Junior did then for us, and, you
15:12:35 3 know, then we worked with a writer. So it was all
15:12:38 4 complicated. And so we cut all this out. So we decided no
15:12:42 5 more text.

15:12:43 6 So it was as all -- and then at the end of the day
15:12:45 7 when you had, let's say, the films -- in those days you had
15:12:48 8 films, right? -- who's going to produce it then? Then
15:12:52 9 somebody has to go to a printer and the print run, all of
15:12:55 10 this, my God, what a headache. And I was glad that she
15:12:58 11 was -- because she took all of that. And she got paid for
15:13:01 12 this. Meaning, you know, she sent bills and -- she didn't
15:13:03 13 do it for free. But this was a godsend because it was very
15:13:07 14 easy. And that's why we worked for so long, because she
15:13:10 15 produced -- I mean, this is five years old at least and this
15:13:13 16 is exceptional quality still today.

15:13:16 17 Q. It looks incredible.

15:13:18 18 A. Absolutely, yes.

15:13:20 19 Q. Okay. Let's talk about who at GHM reported to
15:13:25 20 you during your tenure at the company.

15:13:28 21 A. Who reported to me in what sense?

15:13:32 22 Q. There were people that worked under you at
15:13:35 23 GHM; yes?

15:13:36 24 A. Yes, the general managers generally.

15:13:39 25 Q. Pardon me? The general managers --

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15:13:40 1 A. The general managers, yes.

15:13:40 2 Q. -- of the hotels?

15:13:41 3 A. We had -- the company was run by two people,

15:13:44 4 Hans Jenni and myself.

15:13:45 5 Q. Okay. And the people that reported to you

15:13:46 6 were the GMs?

15:13:48 7 A. And we did different things, so when it comes

15:13:51 8 to day-to-day management, when it comes to keeping up the

15:13:54 9 standards, I went every three or four months around the

15:13:57 10 properties. When it came to budgets, when it came to

15:14:00 11 marketing, when it came to all of these sorts of things,

15:14:03 12 Hans Jenni took care of that. So we had a very clear

15:14:07 13 defined work.

15:14:08 14 Q. Okay. And you said the GMs of the hotels

15:14:14 15 reported to you as well; correct?

15:14:15 16 A. Yes.

15:14:16 17 Q. But they weren't employees of GHM?

15:14:18 18 A. No. They were employees of the owner who paid

15:14:22 19 them.

15:14:22 20 Q. Okay.

15:14:22 21 A. But they were under our directive because we

15:14:24 22 did things for and on behalf of the owner. So ...

15:14:27 23 Q. Understood. And who is Kendall Oei?

15:14:29 24 A. Kendall Oei was a director of the company --

15:14:32 25 Q. Okay. Do you know how long --

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15:14:32 1 A. -- who represented -- the main shareholder of
15:14:34 2 GHM was Adriaan Zecha, who is the founder of Aman Resorts,
15:14:39 3 and a founder of GHM Hotels.
15:14:42 4 Q. And Regent; no?
15:14:44 5 A. And Regent, of course, yes, absolutely, one of
15:14:46 6 the founders. And so -- but Adriaan Zecha, not in order to
15:14:51 7 get conflict of interest, because obviously Aman Resort was
15:14:55 8 his baby, he couldn't be involved directly, and so he had
15:15:00 9 Kendall there to represent his interest in many ways. But,
15:15:03 10 yes, that's what he did.
15:15:05 11 Q. And so, you said Kendall Oei was the director?
15:15:07 12 A. He was a director of the company, yes.
15:15:08 13 Q. And who did he report to?
15:15:10 14 A. This I don't know.
15:15:12 15 Q. At the company, at GHM, you don't know who he
15:15:15 16 reported to?
15:15:16 17 A. No, because I just said, he represented
15:15:18 18 Adriaan Zecha. That's all I need to know. Who he reported
15:15:22 19 to, I assume to Adriaan Zecha.
15:15:24 20 Q. Okay.
15:15:24 21 A. He was --
15:15:25 22 Q. And what was Adriaan Zecha's role --
15:15:28 23 MR. SCHWARZ: You interrupted him. He was about
15:15:29 24 to answer.
15:15:29 25 MR. TOKE: Sorry. Go ahead.

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15:15:30 1 A. Adriaan Zecha is a major shareholder of the
15:15:34 2 company, he owns 75 percent of GHM. So he represented his
15:15:36 3 interests. So, whether Kendall Oei reported to his wife or
15:15:40 4 his dog or him, I don't know, but he represented Adriaan
15:15:44 5 Zecha's interests. That's all I know.

15:15:48 6 Q. And what were Kendall Oei's responsibilities
15:15:51 7 at the company?

15:15:52 8 A. Kendall Oei is a banker by nature, an
15:15:56 9 investment banker, as a matter of fact, so he was involved
15:15:58 10 in all the legal issues, when it comes it contractual
15:16:02 11 issues, etc.

15:16:04 12 Q. So he did all the --

15:16:06 13 A. So he interacted -- he interacted more with
15:16:10 14 Hans Jenni than myself.

15:16:13 15 MR. TOKE: We can switch to the next.

15:16:16 16 MR. SCHWARZ: He has to switch the tapes.

15:16:20 17 A. Okay.

15:16:21 18 VIDEOGRAPHER: This marks the end of tape number 1
15:16:23 19 in the deposition of Ralf Ohletz.

15:16:26 20 Going off the record. The time is 3:16 p.m.

15:16:31 21 A. I think -- I'm not sure whether it's of any
15:16:34 22 relevance, but my name is not Ralf Ohletz, I have a full
15:16:38 23 name. So, just for the state record, right? Because --

15:16:40 24 MR. SCHWARZ: Okay. You can put that on, as soon
15:16:42 25 as we go back on the record.

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15:16:45 1 A. Yes, okay. Because you have to go to my legal
15:16:49 2 document, so the passport is a full name. It doesn't matter
15:16:53 3 to me. I'm just saying.
15:16:55 4 (3:16 p.m.)
15:17:23 5 (Recess taken.)
15:17:24 6 (3:17 p.m.)
15:17:31 7 VIDEOGRAPHER: Back on the record. Here marks the
15:17:33 8 beginning of tape number 2 in the deposition of Ralf Ohletz.
15:17:38 9 The time is 3:17 p.m.
15:17:42 10 BY MR. TOKE:
15:17:43 11 Q. Mr. Ohletz, when we were off the record you
15:17:45 12 were mentioning something about your full name.
15:17:47 13 Could you state your full name for the record.
15:17:49 14 A. My full name is Ralf Ohletz Graf von
15:17:55 15 Plettenberg, German name.
15:17:57 16 Q. Very good. And can you spell that for us?
15:17:58 17 A. What do you want spelt? G-r-a-f v-o-n
15:18:01 18 Plettenberg.
15:18:03 19 Q. Okay. Fine.
15:18:05 20 So we were just talking about Kendall Oei and you
15:18:09 21 said he was a banker by trade, an investment banker
15:18:12 22 actually, yes, and he did all the legal docs for GHM.
15:18:15 23 A. Right.
15:18:16 24 Q. And then you said he had a lot more
15:18:18 25 interaction with Hans Jenni --

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15:18:22 1 A. That's right.

15:18:22 2 Q. -- correct?

15:18:22 3 A. That's right, yes.

15:18:23 4 Q. Again, please let me finish the question, so

15:18:25 5 there's not an overlap in the record. Please just bear with

15:18:29 6 me, I appreciate it.

15:18:32 7 Okay. How about Pamela Tan, what was her job?

15:18:36 8 A. Who? Sorry?

15:18:37 9 Q. Pamela Tan. Do you remember Pamela Tan?

15:18:40 10 A. Pamela Tan was, or is still today, Hans

15:18:43 11 Jenni's secretary.

15:18:44 12 Q. Okay. How about See Soo Eng?

15:18:48 13 A. She was at the time the director of marketing

15:18:49 14 and sales for GHM.

15:18:51 15 Q. Okay. And she's no longer at GHM?

15:18:55 16 A. No, she retired.

15:18:56 17 Q. Do you know when she left?

15:18:58 18 A. I guess about six years ago.

15:19:00 19 Q. Okay. So, around 2009?

15:19:01 20 A. But she was there quite a long time.

15:19:03 21 Q. So, around 2009?

15:19:04 22 A. Probably all the time Junior was there.

15:19:07 23 Q. Okay. Good. Sheila Joseph?

15:19:11 24 A. She was also working in the sales department.

15:19:13 25 Q. Okay. She assisted See Soo Eng?

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15:19:19 1 A. See Soo Eng is the director of marketing and
15:19:23 2 sales.

15:19:23 3 Q. What I was saying, did Sheila Joseph assist
15:19:26 4 Soo Eng?

15:19:27 5 A. That's right, yes.

15:19:29 6 Q. How about Sukhdeep Singh?

15:19:32 7 A. Sukhdeep Singh was the predecessor of Monica.

15:19:34 8 Q. And by Monica you mean Monica Chng?

15:19:37 9 A. Yes, Monica.

15:19:38 10 Q. Who is in the room today?

15:19:40 11 A. Who is in the room today, yes.

15:19:41 12 Q. Okay. And how about Alvin Fong?

15:19:43 13 A. Alvin is my assistant, or was my assistant,
15:19:46 14 who is still there. I guess he was one of the first
15:19:51 15 employees. With GHM, we were only a small handful of
15:19:56 16 people, and so Pamela Tan and Alvin -- yes, Alvin handled
15:20:00 17 all my affairs, yes.

15:20:03 18 Q. Okay. And you worked very closely with him
15:20:07 19 then?

15:20:07 20 A. Yes, absolutely.

15:20:12 21 Q. Okay. So let's talk -- let's go to --
15:20:15 22 actually, before we go there, for the last five and a half
15:20:22 23 years you have been at Regent or the president of Regent;
15:20:26 24 correct?

15:20:27 25 A. Yes.

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15:20:27 1 Q. What are your responsibilities as the

15:20:29 2 president of Regent?

15:20:30 3 A. I oversee the positioning development of the

15:20:33 4 brand.

15:20:33 5 Q. Do you, as a matter of your duties, read the

15:20:38 6 contracts for the various -- for the hotels?

15:20:42 7 A. No. We have lawyers for that. I'm not a

15:20:44 8 lawyer.

15:20:45 9 Q. Not a lawyer. And how long have you been in

15:20:47 10 the hotel industry?

15:20:50 11 A. Oh, maybe you should rephrase that, how long

15:20:53 12 have I been in the luxury hotel industry --

15:20:57 13 Q. Fair enough.

15:20:57 14 A. -- because it's different. Forty years.

15:20:58 15 Q. Forty years in the luxury hotel --

15:20:59 16 A. I opened the Oriental there --

15:21:01 17 Q. Is that right?

15:21:01 18 A. -- the Mandarin Oriental, 1985. Then I was

15:21:04 19 seven years with the Mandarin group in Hong Kong, then

15:21:07 20 I joined Intercontinental in London then I went with Four

15:21:11 21 Seasons in New York and then I joined Adriaan Zecha.

15:21:16 22 So, prior to joining GHM, that's how I got

15:21:19 23 together with GHM, I was together with Adriaan Zecha,

15:21:22 24 creating the Beaufort Hotel here on Sentosa and the

15:21:30 25 Sukhothai in Bangkok --

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15:21:32 1 Q. Impressive.

15:21:31 2 A. -- before this brand was then sold to the
15:21:34 3 owners. And so then GHM was established.

15:21:37 4 Q. Okay. And when you were -- during your
15:21:42 5 20 years at GHM did you review any of the contracts that
15:21:46 6 were --

15:21:47 7 A. No.

15:21:48 8 Q. Let me finish the question, please. Any of
15:21:49 9 the contracts that the company entered into? Say, for
15:21:53 10 example -- I'll leave it at that.

15:21:54 11 Did you review, during your 20 years, any of the
15:21:57 12 contracts with any owner or vendor that was -- that GHM
15:22:04 13 contracted with?

15:22:05 14 A. No.

15:22:06 15 Q. That was what Kendall Oei would do?

15:22:09 16 A. That was not my responsibility.

15:22:10 17 Q. That was what Kendall would do?

15:22:15 18 A. I assume so that's what he did. It was
15:22:17 19 definitely one of his responsibilities. Whether he did it
15:22:20 20 or not, I don't know. But that was his responsibility, yes.

15:22:22 21 Q. Okay. So, his understanding of the legal
15:22:24 22 aspects was correct?

15:22:25 23 A. Anything to do with contracts, you know --
15:22:26 24 again, my job was the position and the creation of the
15:22:32 25 brand.

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15:22:32 1 Q. Understood. Okay.

15:22:34 2 So let's move on to the arrangement that you had
15:22:37 3 with Wave. As you testified earlier, Wave would essentially
15:22:42 4 help implement your brand concept for the marketing of the
15:22:48 5 hotels; is that correct?

15:22:49 6 A. No. This is the arrangement I had with
15:22:52 7 Junior.

15:22:54 8 Q. Fine, with Junior. Supplant Junior into my
15:22:57 9 question.

15:22:58 10 A. Yes.

15:22:59 11 Q. Okay. So, for example -- I'm going to
15:23:09 12 introduce -- you testified that Junior would create various
15:23:22 13 different things for the hotels, not just brochures with
15:23:26 14 photographs but things without photographs; correct?

15:23:29 15 A. Absolutely.

15:23:29 16 Q. So, for example, I've got --

15:23:32 17 A. Lalu. I recognize it, yes.

15:23:34 18 Q. This is The Setai, actually.

15:23:36 19 A. Oh. The Setai. Sorry.

15:23:37 20 Q. If you could hold on to that. We could --
15:23:45 21 let's just mark that. We'll mark this as exhibit 48, next
15:23:53 22 in order.

15:23:54 23 This says "The Setai" and it's a sewing kit.

15:23:58 24 A. A sewing kit, that's right, yes.

15:23:59 25 Q. And so this would be another product that

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15:24:02 1 Junior put together for GHM for the marking of the Setai;
15:24:06 2 correct?
15:24:06 3 A. Yes.
15:24:06 4 Q. Because it would have the same look and feel
15:24:08 5 and the overall luxury --
15:24:10 6 A. Yes.
15:24:10 7 Q. -- feel that you were looking to achieve; yes?
15:24:12 8 A. Yes.
15:24:13 9 Q. Okay. You can mark that.
15:24:15 10 Sorry, I only have one.
15:24:15 11 MR. SCHWARZ: No, no, that's okay.
15:24:40 12 (Exhibit 48 marked for identification)
15:24:41 13 A. There's just more than one. You know, there's
15:24:41 14 a whole lot of things there.
15:24:41 15 COURT REPORTER: Just a minute.
15:24:41 16 BY MR. TOKE:
15:24:41 17 Q. Yes. This is an example.
15:24:42 18 You were saying there are a number of other
15:24:45 19 accoutrements that would go with it?
15:24:48 20 A. Yes, yes, all sorts of things, toothbrush
15:24:51 21 covers. I mean, you know, 10 pieces at least.
15:24:53 22 Q. The shower cap box and --
15:24:55 23 A. Yes, all of this, all of this, yes.
15:24:56 24 Q. And it was all meant to create a cohesive
15:24:59 25 branding identity for the hotel; correct?

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15:25:01 1 A. That's correct.

15:25:01 2 Q. And junior was in charge of implementing your

15:25:05 3 vision of what you wanted for the hotels; correct?

15:25:07 4 A. Yes, she was executing it, yes.

15:25:09 5 Q. Okay. And would she get involved from the

15:25:12 6 very beginning of when a new property came under GHM

15:25:17 7 management?

15:25:17 8 A. Yes, that's right.

15:25:18 9 Q. Okay. Now, as you've testified, some of

15:25:21 10 these -- I'll use the term "marketing collateral" for all of

15:25:27 11 these products. Is that a fair term?

15:25:28 12 A. Yes.

15:25:29 13 Q. Okay. Some of the collateral, like the sewing

15:25:32 14 kit, doesn't really have a photograph involved with it;

15:25:35 15 correct?

15:25:35 16 A. Yes.

15:25:36 17 Q. But others, like the brochures, did; correct?

15:25:40 18 A. Yes.

15:25:40 19 Q. Okay. And so, is it fair to say that the idea

15:25:45 20 was that Junior would implement your vision for the hotel

15:25:50 21 and in order to do that she needed to create the design for

15:25:54 22 the logo, perhaps the little logo, the two trees in the

15:26:01 23 logo, she would have to conduct a photo shoot so you would

15:26:05 24 have photos to use for the marketing collateral, she would

15:26:10 25 create text for copy for other brochures, even though

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15:26:14 1 there's not a lot, but there would be some copy.

15:26:16 2 A. No, she didn't create that. That would be --

15:26:19 3 we said, room, room. She didn't create that.

15:26:23 4 Q. Okay.

15:26:23 5 A. Because that's why we didn't want any text, so

15:26:26 6 we didn't have another third party.

15:26:29 7 Q. Fair enough. But, other than the text part,

15:26:31 8 I was accurate in my description?

15:26:32 9 A. Yes.

15:26:32 10 Q. Okay. So, the idea was that for each of the

15:26:34 11 hotels she would go and do a photo shoot or arrange for a

15:26:38 12 photo shoot and go to the property, you would do the photo

15:26:42 13 shoot and, as you testified, there would be a disk that went

15:26:46 14 to GHM and a disk that went to the hotels; correct?

15:26:49 15 A. Right.

15:26:49 16 Q. Okay. And the idea would be that you would

15:26:52 17 use the hotels -- I mean, the photographs, in order to have

15:26:58 18 Junior create marketing collaterals?

15:27:02 19 A. Yes.

15:27:02 20 Q. Okay. So, you might say, for example, "Okay,

15:27:04 21 Junior, we've got to do the pre-opening or the regular

15:27:07 22 brochure for The Legian, we just did -- you just did a photo

15:27:11 23 shoot for The Legian, and we want the photo of the statue

15:27:16 24 that you put in and then we want a photo of the -- whatever

15:27:23 25 this room is or this fountain".

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15:27:26 1 A. No.

15:27:27 2 Q. That's not how it would work?

15:27:29 3 A. No, not how it works.

15:27:29 4 Q. How would it work?

15:27:31 5 A. When we go -- since you have The Legian

15:27:33 6 brochure here with you, when we go to a property, we -- as

15:27:37 7 I said, I was not there all the time, but most of the time

15:27:40 8 I should think. But the whole sequence the way it works is

15:27:44 9 that the team would go two days prior to the photo shoot,

15:27:47 10 okay, depending on the weather and this and that. And then

15:27:51 11 it looks -- and Junior knew exactly what we need for a

15:27:55 12 brochure. So we need, obviously, the rooms, we need

15:27:59 13 restaurants, we need some detailed shots which you find also

15:28:02 14 here.

15:28:02 15 And so we would have -- again, I repeat myself,

15:28:07 16 what I said -- this would have perhaps 30 photographs,

15:28:12 17 I don't know exactly, okay. But we would shoot way more

15:28:15 18 than that because sometimes this shot is not very good or

15:28:19 19 that angle is better, and we pick the best one for the

15:28:22 20 brochures. And we would have many, many other photographs

15:28:25 21 that we would use for our own, at our own discretion, for

15:28:31 22 internal publications, like in the lifts, like if we do food

15:28:35 23 promotions, if we do whatever, you know.

15:28:38 24 So, these photographs are used for a lot of

15:28:41 25 things, not only for the brochures.

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15:28:43 1 Q. No, I understand. But then, let's say -- and
15:28:45 2 you might want to do a follow-up brochure a couple of years
15:28:48 3 later and you might want to swap out --
15:28:51 4 A. Which we did. Which we did.
15:28:53 5 Q. Let my finish my question.
15:28:54 6 So, if you wanted to do a follow-up brochure a
15:28:56 7 couple of years later, you might swap out a couple of
15:28:59 8 photographs and use a different photograph; is that correct?
15:29:01 9 A. Yes, correct.
15:29:01 10 Q. So that was what this disk would be used for,
15:29:03 11 right, to --
15:29:04 12 A. Yes.
15:29:06 13 Q. Okay.
15:29:06 14 A. And that was -- that's quite common because
15:29:10 15 when you open a hotel, the garden is not matured, certain
15:29:13 16 things are not there. So there was always a follow-up of --
15:29:16 17 usually after two years or within a two-year range.
15:29:36 18 Q. Let me mark this as the next in order, 49.
15:30:05 19 (Exhibit 49 marked for identification)
15:30:11 20 Take a moment to just read through the document,
15:30:13 21 please, Mr. Ohletz, and let me know when you're done.
15:30:18 22 A. It's for a logo replacement on the Range
15:30:20 23 Rover.
15:30:22 24 Q. Okay. And this is for the Nam Hai --
15:30:26 25 A. Mm-hm.

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15:30:27 1 Q. -- correct? So --

15:30:27 2 MR. SCHWARZ: Let me just stop for one second for
15:30:29 3 a lawyer thing. So, there's no Bates number on the bottom
15:30:31 4 of this?

15:30:32 5 MR. TOKE: Yes. It's been produced. We didn't
15:30:35 6 have the copy here but it's been produced.

15:30:39 7 MR. SCHWARZ: Okay.

15:30:42 8 MR. TOKE: Anyway, it has.

15:30:47 9 Q. This is -- it says "The Wave Design" at the
15:30:53 10 top; correct?

15:30:53 11 A. Yes.

15:30:53 12 Q. And it says "Production estimate". And the
15:30:56 13 client is someone at the Nam Hai Hoi An; yes? That's a
15:31:02 14 property that was managed by GHM in 2006?

15:31:05 15 A. Yes. I don't know who this person is. It
15:31:08 16 must be the controller. No, I don't know who she is.

15:31:11 17 Q. Okay. But this would have been -- they had a
15:31:13 18 Range Rover at the Nam Hai and they needed to do a logo
15:31:17 19 replacement for what was on the car, probably; yes?

15:31:20 20 A. Yes.

15:31:21 21 Q. Okay. And this is dated 1 June 2006; correct?

15:31:24 22 A. Yes, it says 2006, yes.

15:31:25 23 Q. There is someone's signature, presumably
15:31:29 24 Mr. Yani Wong, the person that's named on the document.

15:31:32 25 A. No, it must be the signature of the general

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15:31:34 1 manager.

15:31:35 2 Q. Or the general manager of the hotel?

15:31:37 3 A. Yes, because he would be the only one

15:31:40 4 authorized to authorize payment.

15:31:42 5 Q. Okay. Very good.

15:31:42 6 A. So if it's addressed to the financial

15:31:44 7 controller, the general manager would still sign it, because

15:31:47 8 he would still sign all checks --

15:31:50 9 Q. Okay.

15:31:50 10 A. -- countersigned together with the -- but an

15:31:52 11 order like this, because it has to fit into a budget, or

15:31:56 12 somehow has to go into a budget, it has to be explained to

15:31:59 13 the owners, would have to be signed by the general -- so

15:32:01 14 I don't know whose signature that is. I can't read it.

15:32:04 15 Q. Okay. And how would this order be placed,

15:32:13 16 meaning how would Junior know to send this to the Nam Hai?

15:32:20 17 Would you or someone in your department at GHM say, "Junior,

15:32:24 18 it turns out that the Nam Hai needs a logo replacement on

15:32:30 19 the Range Rover"?

15:32:31 20 A. Right.

15:32:31 21 Q. That's how it would happen?

15:32:33 22 A. Yes.

15:32:33 23 Q. Okay. So, you would contact Junior and say,

15:32:34 24 "Junior, the Nam Hai needs a logo replacement on the Range

15:32:40 25 Rover." She would then send --

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15:32:40 1 A. I don't know whether it was a replacement or
15:32:42 2 whether it was a new logo, because when -- this was probably
15:32:45 3 the time when the hotel opened, so it had no logo, so it
15:32:49 4 needed a logo. So that would fall into her role of
15:32:51 5 responsibilities, yes.

15:32:52 6 Q. Okay. And so, then she would send this
15:32:53 7 production estimate to the hotel?

15:32:54 8 A. Yes.

15:32:55 9 Q. Would it go to you as well?

15:32:57 10 A. No.

15:32:57 11 Q. Okay.

15:32:57 12 A. Because I gave the instructions and then the
15:32:59 13 hotel has to sign it, because ultimately the hotel has to
15:33:03 14 pay for it.

15:33:04 15 Q. Right. And, as you said, the --

15:33:07 16 A. As long as we are in the budget. If there's
15:33:08 17 something that would not be in the budget, the hotel would
15:33:11 18 come back to me and say, "Sorry, we haven't got the money,"
15:33:16 19 whatever it is. They would come back to me. Other than
15:33:16 20 that, if it's all clear, it would not come back to me.

15:33:21 21 Q. Okay. So, you wouldn't have ever seen this
15:33:24 22 document?

15:33:24 23 A. No.

15:33:25 24 Q. Okay. Because the hotels were responsible --

15:33:27 25 A. It's a smaller --

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15:33:27 1 Q. Hold on. Let me finish my question.

15:33:27 2 And that's because the hotels were responsible for
15:33:27 3 the charges for anything specific to the hotels?

15:33:30 4 A. Yes, and also it's a very small amount.

15:33:33 5 So ...

15:33:33 6 Q. Okay. So, if it was a bigger amount you would
15:33:37 7 probably see it?

15:33:38 8 A. No. As I said, if it's a bigger amount and
15:33:41 9 it's not in the budget then it would definitely be brought
15:33:46 10 to my attention, yes. Otherwise no.

15:33:49 11 Q. Let's mark this the next in order. This will
15:33:52 12 be exhibit 50.

15:33:55 13 (Exhibit 50 marked for identification)

15:34:14 14 And once you've read through the document, please
15:34:18 15 let me know when you're ready for me to ask questions about
15:34:23 16 it.

15:34:38 17 A. I have no questions.

15:34:39 18 Q. No, I said I have questions.

15:34:42 19 A. Sorry.

15:34:42 20 Q. I have questions, however.

15:34:44 21 A. I'm sorry.

15:34:44 22 Q. But you've read the document? You're --

15:34:45 23 A. I've read the document, yes.

15:34:47 24 Q. Okay. Very good. And so, this is another
15:34:48 25 production estimate. This is for the Chedi Club Tanah

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15:34:52 1 Gajah. It's a DL flyer. Do you know what that is?

15:35:00 2 A. I don't know. DL flyer. It's a flyer,

15:35:02 3 meaning it's a very simple thing.

15:35:05 4 Q. Okay.

15:35:06 5 A. I don't know what's DL flyer. But I know what

15:35:09 6 the term "flyer" is.

15:35:11 7 Q. And, to you, what does that mean?

15:35:14 8 A. A flyer is a simple little thing like that

15:35:16 9 which you give to American Express or whatever to put in

15:35:19 10 there, like a -- you know, a small thing. It's not a

15:35:21 11 brochure, it's a flyer.

15:35:22 12 Q. Okay. Got it.

15:35:23 13 A. That's way -- it's a light thing, it flies

15:35:25 14 away. I guess, it's an American term, I don't know.

15:35:28 15 Q. No worries.

15:35:29 16 A. But --

15:35:29 17 Q. And this is dated 13 --

15:35:32 18 MR. SCHWARZ: You interrupted. He wasn't

15:35:35 19 finished. Just let him finish.

15:35:35 20 BY MR. TOKE:

15:35:35 21 Q. Go ahead.

15:35:36 22 A. I don't know what DL means, unless it's --

15:35:37 23 I don't know the abbreviation.

15:35:40 24 Q. Okay. But this is for The Chedi Club, Tanah

15:35:42 25 Gajah, which was in September 2004, which was managed by

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15:35:46 1 GHM; correct?

15:35:47 2 A. Yes. It's still managed by GHM.

15:35:49 3 Q. It's still managed by GHM. Good.

15:35:52 4 And you'll see at the bottom it has "Estimate
15:35:56 5 prepared by" and -- does that signature look familiar to
15:35:58 6 you?

15:35:59 7 A. Well, it's my signature and the signature of
15:36:01 8 the general manager who was overseeing both hotels, which is
15:36:06 9 Hans Meier.

15:36:07 10 Q. Hans Meier. Okay.

15:36:07 11 He was overseeing The Legian and The Chedi Club?

15:36:10 12 A. Yes, that's right.

15:36:11 13 Q. Okay. And so, obviously you saw this one?

15:36:13 14 A. I saw this one. Maybe I was there at the
15:36:16 15 time. Yes, absolutely. Because obviously, again, maybe
15:36:19 16 this was a -- an amount, even though it's not a big amount,
15:36:24 17 it was not in the budget and so he needed a countersignature
15:36:27 18 to approve it. Because that's what I said earlier on,
15:36:31 19 I repeat myself, if it's not within the budget it will come
15:36:34 20 to my attention and I would countersign it, meaning for
15:36:37 21 approval. If it was within the budget I would not sign it
15:36:40 22 because it would be signed by the general manager and it
15:36:43 23 goes straight through.

15:36:45 24 Q. Okay.

15:36:50 25 A. I mean, I'm only assuming this because I would

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15:36:53 1 never sign anything to that nature, so it has to be
15:36:57 2 something like that.

15:36:58 3 Q. Okay. Let's do this next in order. This is
15:37:01 4 exhibit 51.

15:37:23 5 (Exhibit 51 marked for identification)

15:37:38 6 Mr. Ohletz, let me know when you've finished.

15:37:41 7 A. Yes, I've finished.

15:37:42 8 Q. Okay, good. So, this is another production
15:37:44 9 estimate, this one for the Chedi Chiang Mai?

15:37:47 10 A. Yes.

15:37:48 11 Q. Which is dated 3 October 2006, which at the
15:37:50 12 time the hotel was managed by GHM; correct?

15:37:55 13 A. Correct, yes.

15:37:56 14 Q. Okay. And so, this is for the "Reprinting of
15:37:58 15 The Chedi, Chiang Mai corporate brochure with supervision
15:38:01 16 and new tariff with pricing amended in Thai baht". That's
15:38:07 17 what it says; correct?

15:38:09 18 A. Hm-mm. Yes.

15:38:12 19 Q. Okay. So, I'm assuming that the "Client's
15:38:13 20 approval" down below, that's again the general manager of
15:38:17 21 the hotel?

15:38:17 22 A. Yes. That's Eleanor Hardy's signature, yes.

15:38:21 23 Q. That's Eleanor Hardy's signature. And if you
15:38:22 24 look at the top, where it says "Client", that's Eleanor
15:38:24 25 Hardy; correct?

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15:38:27 1 A. No, the client is the Chedi Chiang Mai.

15:38:30 2 Q. Okay.

15:38:30 3 A. I mean, Eleanor Hardy represents the client,

15:38:33 4 being the general manager. But the client is the Chedi

15:38:37 5 Chiang Mai.

15:38:38 6 Q. Okay. Okay. That's great.

15:38:49 7 Now, you testified earlier, Junior would usually

15:38:54 8 send a bill at some point or an invoice?

15:38:56 9 A. Invoice, yes.

15:38:57 10 Q. So she would send an invoice that would

15:39:00 11 correspond to the production estimate; yes?

15:39:02 12 A. I assume, yes.

15:39:04 13 Q. So, you would have a production estimate for a

15:39:06 14 certain amount, she would provide the service or the

15:39:11 15 product, and then invoice -- issue an invoice after that;

15:39:17 16 correct?

15:39:17 17 A. Yes.

15:39:18 18 Q. And would a copy of that go to GHM?

15:39:21 19 A. I don't know. I've never seen a copy of it

15:39:26 20 because, as far as we are concerned is, or I'm concerned is,

15:39:28 21 I see an estimate and sometimes when the estimate is, let's

15:39:33 22 say, over the budget, people would negotiate with her,

15:39:37 23 meaning the general manager. Right? And I remember a few

15:39:42 24 instances at The Setai where a lot of things needed to be

15:39:46 25 done and, you know, it was negotiated with Junior. But Puri

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15:39:50 1 did the negotiation.

15:39:51 2 So, once ultimately the order is approved, then

15:39:55 3 I don't see this any more because it is not -- it is then

15:39:59 4 between Junior and the hotel.

15:40:01 5 Q. So, essentially, once the production estimate

15:40:03 6 was looked at --

15:40:06 7 A. The production estimate I would see.

15:40:07 8 Q. Let me finish my question. Let me finish my

15:40:09 9 question. Okay?

15:40:13 10 Once the production estimate was sent to the

15:40:15 11 hotel, and potentially you, if it was outside the budget or

15:40:20 12 some other -- it was a larger amount, and it was approved,

15:40:24 13 Junior would do the work and then she would send an invoice

15:40:27 14 to the hotel?

15:40:28 15 A. Yes. But it's not quite like that. When an

15:40:32 16 order is given, we talked about whatever, a production

15:40:36 17 estimate comes to us and the hotel, i.e. to my desk. I make

15:40:41 18 sure that -- the estimate is one thing, but also that the

15:40:46 19 description here, where she describes what she needs to

15:40:49 20 do -- brochure, doing this, doing that, supervision -- that

15:40:52 21 this is what we have discussed.

15:40:54 22 Q. Okay. So, let me understand that. So, when

15:40:57 23 an order is given, you contacted Junior, she sends a

15:41:00 24 production estimate to the hotel, as well as to your desk?

15:41:02 25 A. Right.

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15:41:03 1 Q. You both review it and then, once it's
15:41:06 2 approved by you and the hotel, she does the work?
15:41:09 3 A. Yes.
15:41:09 4 Q. And then she invoices the hotel?
15:41:13 5 A. Correct.
15:41:14 6 Q. And the hotel pays it?
15:41:15 7 A. Correct.
15:41:16 8 Q. Would you see a copy of the invoice?
15:41:18 9 A. No.
15:41:20 10 Q. Okay.
15:41:20 11 A. There's no need because the approval was
15:41:21 12 already given.
15:41:22 13 Q. Okay.
15:41:22 14 A. Unless, as I said, as I stated earlier on,
15:41:25 15 unless in this case perhaps there's no money available or
15:41:29 16 it's not in the budget or it's an extraordinary something,
15:41:34 17 then it comes back to me, I have to countersign.
15:41:37 18 Q. Okay. And when you said "this", you're
15:41:39 19 referring to exhibit 50?
15:41:40 20 A. That's right, to this one, yes.
15:41:41 21 Q. Okay.
15:41:41 22 A. Because the general manager is not authorized
15:41:43 23 to sign anything out of his jurisdiction above the budget.
15:41:46 24 So that approval has to come from me.
15:41:52 25 Q. Okay.

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15:42:20 1 So, we talked about how some -- the concept was
15:42:25 2 that Wave, for each of the properties, or Junior, would
15:42:30 3 conduct a photo shoot of each of the hotels on a number of
15:42:33 4 occasions to gather photos to be used in various collateral
15:42:37 5 that GHM would put an order in for. Is that accurate?

15:42:41 6 A. No, because she didn't conduct a photo shoot.
15:42:44 7 Junior was part of a team that conducted a photo shoot.

15:42:47 8 Q. Okay.

15:42:48 9 A. There was a photographer, there was the
15:42:50 10 assistant photographer, in some cases there was myself, and
15:42:52 11 there was also an assistant from the hotel, buying props,
15:42:57 12 buying this, buying that. So she was part of that team.

15:43:01 13 Q. Okay.

15:43:02 14 A. It was not Junior Lee who conducted that.

15:43:03 15 Q. I see. Okay.

15:43:04 16 A. She supervised everything, because that was
15:43:06 17 the deal, but she didn't conduct it. It was conducted by
15:43:11 18 various individuals.

15:43:13 19 Q. Okay. I understand. So you're telling me
15:43:17 20 that she supervised the photo shoots?

15:43:20 21 A. Correct.

15:43:20 22 Q. And so can you explain to me what that would
15:43:24 23 mean to you, by "supervised", what would --

15:43:26 24 A. It means, you know, they go two days before,
15:43:29 25 the whole team. Right? And they look at what flowers are

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15:43:34 1 available, what props we need, what needs to be shot,

15:43:37 2 outside facade, etc., etc., and then she would set it up.

15:43:42 3 Q. She would set up each shot?

15:43:44 4 A. Yes.

15:43:45 5 Q. So, she would say, for example -- let's take a
15:43:47 6 look --

15:43:47 7 A. Well, in the old days, in the old days, the
15:43:50 8 set-up means the photographer would shoot with a Polaroid
15:43:55 9 camera, because it was not sophisticated like today. Right?
15:43:57 10 We have everything in one. They used a Polaroid shot and
15:44:00 11 then she showed me the Polaroid shot and then we agreed and
15:44:05 12 then, once the look and feel was established, she went on
15:44:08 13 with it.

15:44:10 14 Q. Okay. So, let's use, for example, this front
15:44:14 15 cover photo of The Legian brochure that's been marked as
15:44:17 16 exhibit 46.

15:44:18 17 A. Yes.

15:44:19 18 Q. So, Junior and her team would go to The
15:44:21 19 Legian, they'd scout it out, figure out angles and
15:44:25 20 interesting photos that might showcase this beautiful
15:44:29 21 property in the way that you envisioned; yes?

15:44:33 22 A. No. For the contents of the photographs, yes.
15:44:36 23 For the outside not. We told her very clearly what we want
15:44:40 24 to have shot for the outside brochure, because we have a
15:44:44 25 consistent look. If you look at The Chedi here, we have a

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15:44:47 1 consistent look here, so we said what we wanted there.

15:44:50 2 Q. Okay.

15:44:50 3 A. Inside, yes. The outside doesn't represent
15:44:52 4 what she recommended.

15:44:54 5 Q. Okay. That's fine. So, bad example, sorry.

15:44:55 6 Let's then look at what is probably the fourth
15:45:00 7 page. It's the first one that actually has some sort of a
15:45:06 8 label on what the room is. It says "The studio suite".

15:45:09 9 A. Right.

15:45:10 10 Q. Do you see that? So, let's use this as an
15:45:11 11 example.

15:45:12 12 So, junior and her team would go to The Legian,
15:45:14 13 they would go to the studio suite and they'd capture an
15:45:18 14 angle, lighting, etc., at her direction; correct?

15:45:20 15 A. Yes.

15:45:21 16 Q. So she would say, "Okay, I want to take the
15:45:24 17 picture of this room from this angle with this lighting, and
15:45:28 18 I want the pillow should be angled just so" --

15:45:32 19 A. What she did, the art direction --

15:45:34 20 Q. Let me finish the question. And so, she would
15:45:37 21 direct how the photo was going to be, was going to look;
15:45:39 22 yes?

15:45:42 23 A. No. She coordinated the direction. She
15:45:45 24 coordinated the set-up, she did the set-up. But the
15:45:48 25 actual -- the actual lighting and so on, that was done by

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15:45:50 1 the photographer and the assistant. That's why they were

15:45:53 2 there for.

15:45:54 3 Q. At her direction?

15:45:55 4 A. In consultation, I would say.

15:45:56 5 Q. Okay. So she would consult with them, they

15:45:58 6 would --

15:45:59 7 A. She was part of a team. She was not Junior

15:46:01 8 doing it alone. I was there sometimes, the photographer was

15:46:06 9 there, the assistant photographer was there and staff

15:46:09 10 helping with props were there. So she was part of a team.

15:46:13 11 It was not Junior Lee being Superman, do everything herself.

15:46:18 12 Q. That's not what I asked. I simply asked --

15:46:19 13 A. My answer is that it just was not her, at her

15:46:22 14 discretion. It was a joint effort.

15:46:24 15 Q. Okay. But you did say that she set up the

15:46:27 16 photo?

15:46:27 17 A. Yes, she did.

15:46:29 18 Q. Okay. And then she would direct when she

15:46:33 19 wanted the photo to be taken; yes?

15:46:35 20 A. Well, that was also in consultation with the

15:46:38 21 photographer. Because, depending on the morning and this

15:46:41 22 and that, because you know you have to take good photographs

15:46:44 23 at all sorts of -- sometimes very early in the morning, you

15:46:48 24 know.

15:46:48 25 Q. Okay. Great.

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15:46:49 1 A. The photographer was not her lapdog. The
15:46:53 2 photographer is a very well known photographer, which I'm
15:46:56 3 working with now for the past three years and, you know, he
15:46:59 4 has his own mind. Because ultimately if the photos are no
15:47:03 5 good, we will go back to her and say, "What the hell is
15:47:06 6 this?" She is not taking the photographs, the photographer
15:47:09 7 is taking the photographs. So it was a joint effort between
15:47:13 8 her and the photographer and me looking -- looking at the
15:47:16 9 Polaroid shots.

15:47:17 10 Q. Okay. And so, nonetheless -- so, Junior would
15:47:33 11 issue a production estimate for going and doing a photo
15:47:38 12 shoot at a particular property; correct?

15:47:40 13 A. Yes.

15:47:41 14 Q. Okay. So let's use this as an example. This
15:47:46 15 will be marked as the next in order.

15:48:05 16 COURT REPORTER: Fifty-two.

15:48:09 17 (Exhibit 52 marked for identification)

15:48:09 18 BY MR. TOKE:

15:48:15 19 Q. This might be for an example of a photography
15:48:20 20 estimate; correct?

15:48:23 21 A. Mm-hm. Yes.

15:48:24 22 Q. Okay. It says "Photography", it is dated
15:48:27 23 3 May 2004, and it says:

15:48:30 24 "Photography, Photo Art Direction and Supervision
15:48:32 25 including Digital Processing Charges for 5 days'

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15:48:36 1 Photoshoot." \$16,000 and various other expenses; correct?

15:48:40 2 A. Mm-hm. Yes.

15:48:43 3 Q. Including photo digital touch-up.

15:48:46 4 A. Yes.

15:48:46 5 Q. Junior did the digital photo touch-up --

15:48:49 6 A. Yes.

15:48:49 7 Q. -- after the photo shoot; correct?

15:48:51 8 A. Yes. Well, I assume. I don't know whether

15:48:53 9 she did or the architect -- or the photographer, but

15:48:54 10 I assume she did it, yes.

15:48:56 11 Q. Okay.

15:48:56 12 A. Because we discussed, you know, take this out,

15:48:58 13 take that out. She came to my -- she would come to my

15:49:00 14 office, typically, and show me the raw pictures and then we

15:49:03 15 would agree on the pictures that we're going to use and then

15:49:06 16 if there's, let's say, a fire extinguisher or whatever, I'd

15:49:11 17 say, "Take this out," "Take that out." So it was done. So,

15:49:15 18 I assume she did it, yes.

15:49:17 19 Q. So, the photos that we see in these various

15:49:19 20 products, these brochures, are not the raw photos that were

15:49:22 21 taken but, in fact, are another product, essentially, the

15:49:25 22 photographs that have been retouched --

15:49:27 23 A. Yes.

15:49:27 24 Q. -- to take out certain elements?

15:49:30 25 A. They are retouched photos, yes.

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15:49:32 1 Q. Okay. And that retouching was done by Junior?

15:49:34 2 A. This I don't know. It was -- she represented

15:49:35 3 it to me. So what I know is we discussed it jointly, what

15:49:40 4 is taken out, and then she came back with a final product.

15:49:42 5 So, whether she did it, I was not present, so I don't know.

15:49:46 6 Q. Okay. But that is reflected in the invoice;

15:49:48 7 correct?

15:49:48 8 A. Yes, because that was --

15:49:50 9 Q. And the production estimate?

15:49:51 10 A. That was her responsibility, that's what she

15:49:53 11 got paid for.

15:49:54 12 Q. Okay. Very good. And so, when we look at

15:49:55 13 this one, for example -- which, by the way, is Bates labeled

15:49:57 14 TWS0355359 -- as you testified earlier, one copy of the

15:50:02 15 production estimate would have gone to the hotel and one

15:50:05 16 production estimate to your desk?

15:50:07 17 A. Yes.

15:50:08 18 Q. To approve?

15:50:08 19 A. Yes.

15:50:15 20 Q. So. Let's go to -- this will be next in

15:50:37 21 order, 53.

15:50:54 22 (Exhibit 53 marked for identification)

15:50:57 23 When you've looked at this document, please let me

15:50:59 24 know.

15:51:00 25 A. Yes, I've read it.

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15:51:01 1 Q. Okay. So, this is another production
15:51:03 2 estimate. This is for another photo shoot; correct?
15:51:06 3 A. Yes.
15:51:07 4 Q. This is of The Setai?
15:51:08 5 A. Correct, yes.
15:51:09 6 Q. This is the one in Miami you were talking
15:51:12 7 about earlier?
15:51:13 8 A. Yes. Mr. Puri, who was the general manager at
15:51:16 9 the time.
15:51:16 10 Q. Okay. So, Mr. Puri. And that's the same
15:51:17 11 Mr. Puri that worked at the Raffles Hotel?
15:51:19 12 A. That's the same Mr. Puri who is very familiar
15:51:22 13 with Junior.
15:51:23 14 Q. Okay. And he is -- so, you see the charges
15:51:25 15 here, SGD 47,600.00; correct?
15:51:30 16 A. Yes.
15:51:31 17 Q. This is dated 4 July 2005; correct?
15:51:33 18 A. Yes.
15:51:34 19 Q. Okay. And it looks like it was signed at the
15:51:37 20 bottom. Do you recognize that signature?
15:51:40 21 A. That's Puri's signature.
15:51:42 22 Q. That's Puri's signature. And it's dated
15:51:43 23 7-29-05; correct?
15:51:47 24 A. Yes. Yes, that's right.
15:51:48 25 Q. That's when he signed it, it appears?

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15:51:51 1 A. Yes.

15:51:51 2 Q. Okay. And, again, just as you testified

15:51:53 3 earlier, a copy of this estimate would have gone to Puri and

15:51:56 4 a copy of it would have been on your desk?

15:51:58 5 A. Yes.

15:51:59 6 Q. For both of you to approve; correct?

15:52:01 7 A. Yes.

15:52:01 8 Q. Okay.

15:52:01 9 A. I would -- I would ask Puri whether this is

15:52:03 10 within his budget and if it's well within the budget, it was

15:52:09 11 the end of my story, in terms of the documentation, because

15:52:11 12 he would have to take care of the payment thereafter.

15:52:14 13 Q. Understood.

15:52:15 14 MR. SCHWARZ: I'm just going to make one

15:52:16 15 objection, because I think that the document is not or may

15:52:21 16 not be the document that Mr. Ohletz was thinking he saw,

15:52:30 17 because there's a handwriting arrow at the bottom, and

15:52:36 18 I just don't know whether that arrow was there at the time

15:52:38 19 or that has been added subsequent to the date.

15:52:40 20 MR. TOKE: Fair enough. I --

15:52:40 21 A. I didn't sign anything here.

15:52:46 22 MR. TOKE: No, no. Let me respond to that.

15:52:48 23 A. Did I sign something? There's not my

15:52:48 24 signature on here.

15:52:48 25 MR. SCHWARZ: No.

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15:52:48 1 MR. TOKE: Let me respond to that. I can
15:52:48 2 represent that no one at Wave or her counsel, or its
15:52:52 3 counsel, has added that marking. And, to be honest, we
15:52:57 4 don't know where that marking came from. Okay?

15:53:01 5 But this document is Bates labeled TWS0355721 to
15:53:09 6 TWS0355722.

15:53:44 7 Q. You testified earlier, Mr. Ohletz, that your
15:53:47 8 understanding was because the hotels were the parties that
15:54:11 9 paid for the photo shoots --

15:54:15 10 (Interruption from cell phone ringing.)

15:54:16 11 A. Sorry about that. I forgot to turn it off.
15:54:16 12 Can you repeat, please?

15:54:16 13 Q. Of course. Because the hotels were the
15:54:16 14 parties that paid for the photo shoots --

15:54:16 15 A. Yes.

15:54:16 16 Q. -- they were the owner of the copyrights to
15:54:18 17 the photos that were the product of those photo shoots; is
15:54:22 18 that correct?

15:54:23 19 A. Right.

15:54:23 20 Q. Okay. And the basis for that is because they
15:54:26 21 paid for it; correct?

15:54:28 22 A. They paid for it.

15:54:29 23 Q. Okay.

15:54:30 24 A. Because, as a hotelier, you have to justify
15:54:33 25 what you spent to an owners' committee. And if you tell an

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15:54:38 1 owners' committee that you have limited rights to certain
15:54:40 2 things, when you go through all this rigmarole here,
15:54:44 3 bringing people from all over here, from Singapore and this
15:54:48 4 and that, here and there, the owner would immediately say,
15:54:50 5 "You've got to be joking me. Why are you not taking
15:54:54 6 somebody locally?"

15:54:55 7 Q. Right. Okay. So, let's say, for example --
15:54:57 8 let's look at exhibit 53, again. It's still in front of
15:55:01 9 you?

15:55:01 10 A. Yes.

15:55:01 11 Q. Okay. So, as you said, the client is the
15:55:04 12 hotel; correct? And it's addressed to Mr. Puri, who is the
15:55:10 13 general manager; correct?

15:55:11 14 A. Yes.

15:55:11 15 Q. So, the client is The Setai Miami?

15:55:16 16 A. Mm-hm.

15:55:16 17 Q. Okay. And the only other party to this
15:55:21 18 document is The Wave Design, right, signed by Junior at the
15:55:25 19 bottom; correct?

15:55:26 20 A. Mm-hm.

15:55:28 21 Q. So, really, the only two parties in this
15:55:30 22 document are The Wave Design and The Setai; correct?

15:55:33 23 A. Yes.

15:55:34 24 Q. Okay. GHM is not named on this document;
15:55:39 25 correct?

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15:55:39 1 A. No. That's right.

15:55:41 2 Q. Nor is GHM a party to this document; correct?

15:55:43 3 A. Correct.

15:55:43 4 Q. Okay. So the only potential two parties that

15:55:47 5 could own the copyrights to the photos that were part of the

15:55:53 6 photography in this invoice are either The Wave Design or

15:55:58 7 The Setai; correct? The only possible?

15:56:00 8 A. Well, it's The Setai --

15:56:01 9 MR. SCHWARZ: Objection, calls for --

15:56:01 10 A. -- as far as I'm concerned.

15:56:03 11 MR. SCHWARZ: Wait a second. Objection, it calls

15:56:04 12 for a legal conclusion. You can answer the question.

15:56:07 13 BY MR. TOKE:

15:56:08 14 Q. So, I'm just saying the only two possible

15:56:10 15 choices?

15:56:11 16 A. No, because it's The Setai because they paid

15:56:14 17 for it. Because this copyright issue never came up until

15:56:17 18 very recently. And, again, I repeat what I said, I'm amazed

15:56:21 19 that this comes up and that it's happening, what I'm doing

15:56:24 20 here today.

15:56:25 21 Q. Yes.

15:56:25 22 A. Unbelievable.

15:56:26 23 Q. No, no, I understand the answer. All I'm

15:56:28 24 saying is -- I'm not asking you to say which one it is.

15:56:31 25 I understand --

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15:56:32 1 A. As far as I'm concerned, it belongs to The
15:56:34 2 Setai.

15:56:36 3 Q. I totally understand. And I think you've
15:56:38 4 testified, once again, that the reason it is owned by The
15:56:41 5 Setai is because The Setai paid for it; correct?

15:56:45 6 All I'm saying is there are only two companies
15:56:47 7 that are part of this document; correct?

15:56:49 8 A. There are two signatures on there, that's
15:56:49 9 right, yes.

15:56:50 10 Q. Right. Junior for The Wave Design and
15:56:53 11 Mr. Puri for The Setai; correct?

15:56:55 12 So, there are only two possible entities that
15:56:58 13 could own the copyrights to the photographs?

15:57:00 14 A. This is hypothetically.

15:57:01 15 Q. Yes, absolutely hypothetically. I'm saying
15:57:03 16 there are -- because there are only two parties to this
15:57:07 17 document --

15:57:07 18 A. Well, now, are we engaging in hypotheticals
15:57:10 19 here?

15:57:10 20 Q. Yes.

15:57:10 21 A. I don't know, but -- (simultaneous speakers -
15:57:10 22 unclear)

15:57:14 23 Q. I'm entitled to ask you the question.

15:57:15 24 A. I'm in an American court here, but --

15:57:16 25 Q. I'm entitled to ask you the question.

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15:57:16 1 COURT REPORTER: Excuse me, one at a time.

15:57:16 2 BY MR. TOKE:

15:57:22 3 Q. I'm entitled to ask you the question.

15:57:23 4 All I'm saying is --

15:57:23 5 A. Okay.

15:57:23 6 Q. -- I'm not asking you to draw a conclusion --

15:57:23 7 A. Then hypothetically, I suppose so, yes.

15:57:23 8 COURT REPORTER: Just a minute. Excuse me, one at

15:57:23 9 a time, please.

15:57:23 10 BY MR. TOKE:

15:57:23 11 Q. You can repeat the answer. What did you say?

15:57:26 12 A. Hypothetically, I suppose, because we have two

15:57:29 13 signatures here. But one signature is for an offer, the

15:57:33 14 other signature is for paid for the offer.

15:57:38 15 Q. Right. Understood.

15:57:39 16 A. Right? So I don't understand how the one who

15:57:41 17 gives an offer, if I buy a car, I sign a purchase agreement.

15:57:46 18 Right? So how can, at the end of the day, if I pay for the

15:57:49 19 car, the guy says, "No, no, no, you can only drive the car

15:57:53 20 for 100 miles, the rest you have to pay me separate. It's a

15:57:57 21 license fee." Sorry. This is a purchase agreement, the way

15:57:59 22 I read it, the way I see it. And I'm not a lawyer, I'm

15:58:02 23 sorry, but --

15:58:03 24 Q. I understand.

15:58:04 25 A. So, as far as I'm concerned --

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15:58:05 1 COURT REPORTER: Just a minute.

15:58:05 2 A. -- as far as I'm concerned, it's The Setai who
15:58:07 3 gives the instruction for work to be done and I assume The
15:58:10 4 Setai paid for it. I don't know.

15:58:12 5 BY MR. TOKE:

15:58:12 6 Q. No, I understand that. And, fair enough, I'm
15:58:14 7 not challenging that part of your testimony. I understand
15:58:17 8 that that's what you believe and that's what you've said.

15:58:20 9 All I'm asking is, hypothetically, there are only
15:58:22 10 two possible companies that could own the copyright to --

15:58:29 11 A. I don't believe in hypotheticals.

15:58:30 12 COURT REPORTER: Just a minute. Just a minute.

15:58:30 13 BY MR. TOKE:

15:58:31 14 Q. You have to answer the question, though.

15:58:33 15 I'm saying, hypothetically speaking --

15:58:35 16 A. Do I have to answer the question?

15:58:37 17 MR. SCHWARZ: He answered the question, saying he
15:58:38 18 doesn't believe in hypotheticals.

15:58:39 19 BY MR. TOKE:

15:58:40 20 Q. Well, I'm asking you -- you've already said
15:58:42 21 there are only two companies that are part of this document?

15:58:47 22 A. Yes.

15:58:47 23 Q. So, all I'm saying is, the only two companies
15:58:50 24 that could possibly own the copyright are either The Wave or
15:58:53 25 The Setai. I understand that you have a position that The

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15:58:56 1 Setai is the owner. I'm just saying there's only two
15:59:00 2 possibilities: either Wave owns it or The Setai owns it?
15:59:03 3 A. No.
15:59:04 4 Q. Okay.
15:59:05 5 A. That's my answer.
15:59:06 6 Q. Your answer is no, there's no possibility?
15:59:09 7 A. My answer is no. There's only one owner.
15:59:12 8 Q. Only one possibility?
15:59:13 9 A. No. There's no other possibility. There's
15:59:15 10 one owner.
15:59:16 11 Q. Okay.
15:59:16 12 A. She got paid for what she offered.
15:59:18 13 Q. Okay.
15:59:19 14 A. There's one owner. I mean, I don't -- I don't
15:59:21 15 see how there could be a possible other owner.
15:59:25 16 Q. Have you ever -- no. Okay.
15:59:41 17 So, if there's no other possible owner but in your
15:59:45 18 mind The Setai, clearly -- so, GHM did not own the copyright
15:59:49 19 to the photos; correct?
15:59:50 20 A. I'm not part of GHM. This is my view and it's
15:59:53 21 the view I take. It's very clear here. If you show this to
15:59:57 22 a third party here, this is an offer, and, assuming he paid,
16:00:01 23 this is the guy who owns it.
16:00:02 24 Q. And when you were at GHM, that was your
16:00:05 25 understanding?

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16:00:05 1 A. Absolutely.

16:00:06 2 Q. Okay. So your understanding was that the

16:00:08 3 owner of the copyrights to the photographs were the hotels?

16:00:12 4 A. Yes.

16:00:12 5 Q. When you were at GHM?

16:00:14 6 A. Correct.

16:00:15 7 Q. And it was not GHM, it was the hotels?

16:00:17 8 A. It was the hotels, yes.

16:00:20 9 Q. Okay. So, what was the basis for GHM's using

16:00:24 10 the photographs that were owned by the various hotels in the

16:00:30 11 various brochures and the A4 brochure, for example? Where

16:00:34 12 was the permission from the hotels to GHM to use those

16:00:39 13 photographs owned by the hotels given?

16:00:43 14 A. There's no permission given. If you look at

16:00:44 15 the management agreement, the management agreement says GHM,

16:00:49 16 who represents the interests of the owner, has all the

16:00:53 17 rights to use all means and ways of maximising the exposure

16:00:57 18 and the positioning of the hotel. Because we are going to

16:01:00 19 be judged by our results.

16:01:03 20 And so, therefore, if somebody pays for something

16:01:09 21 and I have 100 photographs, I'd better make sure that I use

16:01:12 22 these 100 photographs as often as many as I can. Because

16:01:15 23 I cannot justify this other management company otherwise,

16:01:18 24 that if there is a limitation attached to it, how would I,

16:01:21 25 as a third party manager, justify this to the owner? And he

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16:01:26 1 says, "You mean every time I want to do something, I've got

16:01:29 2 to ask somebody?"

16:01:30 3 That's why, for me, this is just mind-boggling.

16:01:33 4 Which hotel company does that? You name me one. I'm in

16:01:37 5 this business for 40 years. I'm sorry, I find this

16:01:40 6 ridiculous.

16:01:41 7 Q. Okay. I was simply just asking --

16:01:44 8 A. Yes, and I have simply answered.

16:01:45 9 Q. Yes. And I'm asking you. So, the answer to

16:01:47 10 the question is the basis for GHM's ability to use these

16:01:50 11 photographs was the management agreement; correct?

16:01:54 12 A. Yes, absolutely. Because we are responsible

16:01:56 13 for maximising the exposure which ultimately results in bums

16:02:01 14 into beds.

16:02:02 15 Q. And did --

16:02:04 16 A. Results.

16:02:04 17 Q. Right. I like that phrase, by the way --

16:02:06 18 A. Yes, sorry.

16:02:06 19 Q. -- bums into beds.

16:02:08 20 So, did that permission then allow for GHM to use

16:02:18 21 the photographs to give to other third parties?

16:02:21 22 A. I don't understand you what permission.

16:02:23 23 There's no permission needed. We are the agent for the

16:02:26 24 owner. So we don't need a permission from a general manager

16:02:29 25 of The Setai Hotel to do what we want to do. We do what we

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16:02:33 1 see fit. Because if we don't do it we go against our

16:02:37 2 contractual arrangements.

16:02:38 3 Q. And so, if -- and then, as soon as the

16:02:41 4 management agreement is terminated, then that ability to do

16:02:45 5 that ends; correct?

16:02:46 6 A. Absolutely, yes, that would end, because we

16:02:48 7 have no more responsibility as a result.

16:03:02 8 Q. Okay. One thing I wanted to confirm, that --

16:03:07 9 so, with regard to a photo shoot, for example, like we have

16:03:11 10 in exhibit 52 -- no, pardon me, 53, this is the one you have

16:03:17 11 in front of you; yes?

16:03:18 12 A. The Setai, yes.

16:03:19 13 Q. So, again, the only two documents related to

16:03:22 14 this photo shoot and the monies paid for it would be the

16:03:25 15 production estimate and the invoice; correct?

16:03:28 16 A. Yes.

16:03:28 17 Q. Okay. So, now, let's take a look at -- and

16:03:47 18 you testified that you reviewed every one of these

16:03:51 19 estimates. So let's take a look at --

16:03:56 20 MR. SCHWARZ: I don't believe that's -- you made a

16:03:57 21 statement which I don't believe is correct.

16:04:01 22 MR. TOKE: Okay.

16:04:01 23 Q. You testified that whenever an order was

16:04:04 24 placed and you were the one that placed an order with --

16:04:09 25 gave, I think the word, the term you used was you gave the

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16:04:12 1 job to Junior; correct?

16:04:15 2 A. Hm-mm.

16:04:17 3 Q. So, for all of these photo shoots for all of
16:04:19 4 the hotels managed by GHM for whom Wave provided some
16:04:23 5 photography services, you would give Junior the job;
16:04:25 6 correct?

16:04:26 7 A. Yes.

16:04:27 8 Q. And you testified then that the production
16:04:28 9 estimate would go one copy to the hotel, one copy to you in
16:04:32 10 all of these instances?

16:04:34 11 A. Correct.

16:04:34 12 Q. Okay. And then once you and the hotel had
16:04:36 13 approved it then Junior would do the photo shoot and --

16:04:40 14 A. No, I didn't approve anything. I made sure
16:04:43 15 that what was in the estimate is what the hotel needed of
16:04:47 16 her services.

16:04:48 17 Q. Okay. And that's because the contracting
16:04:51 18 parties, really, were the hotel who was paying for it and
16:04:54 19 Junior; correct?

16:04:55 20 A. Correct.

16:04:56 21 Q. Okay. So, let's take a look at the language
16:05:00 22 at the bottom of page 53 -- exhibit 53. There are two I'd
16:05:06 23 like you to look at. The first one is the very last bullet
16:05:12 24 point at the bottom.

16:05:16 25 A. There's an arrow here. I can't read it but

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16:05:18 1 I know what it says.

16:05:19 2 Q. Okay. What does it say?

16:05:21 3 A. What it says, basically -- and I can't read
16:05:23 4 it, it's so smashed up -- but it's "We reserve the
16:05:29 5 intellectual property copyright to the design, soft copies"
16:05:33 6 or whatever. Anyway, "photography of project undertaken".
16:05:38 7 Anyway, it relates to the copyright.

16:05:43 8 Q. Right. So it says:

16:05:44 9 "We reserve the intellectual property copyright to
16:05:47 10 all designs / soft copies / material / photographs /
16:05:50 11 projects undertaken."

16:05:53 12 A. Yes.

16:05:53 13 Q. Yes? That's what it says?

16:05:54 14 A. That's what it says, yes.

16:05:55 15 Q. Okay. Then if you go two bullet points up
16:05:57 16 from there, it says:

16:05:59 17 "We will proceed on the basis that this estimate
16:06:01 18 is wholly acceptable unless advised to the contrary in
16:06:04 19 writing before the work is undertaken."

16:06:06 20 Do you see that?

16:06:07 21 A. Yes, I see that, yes.

16:06:08 22 Q. And you see that it's been signed by Mr. Puri.
16:06:12 23 You testified that that was Mr. Puri's signature?

16:06:14 24 A. Yes.

16:06:15 25 Q. Okay. So, Mr. Puri signed this on behalf of

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16:06:17 1 The Setai; correct?

16:06:20 2 A. Yes.

16:06:20 3 Q. Okay. And indicated that --

16:06:24 4 A. Well, everybody signs it here. I mean, this

16:06:26 5 is the same thing everywhere here.

16:06:28 6 Q. So, on all of them; right?

16:06:31 7 A. Well, as far as I can see, yes.

16:06:32 8 Q. So, all of them have said that?

16:06:34 9 A. Yes.

16:06:35 10 Q. And these spanned --

16:06:36 11 A. It says that.

16:06:36 12 Q. Let's see, 53 is dated in 2005, 52 is in 2004,

16:06:42 13 51 is in 2006, 50 is in 2004, and 49 is 2006. Correct?

16:06:53 14 A. Mm-hm, yes.

16:06:54 15 Q. And all of them say the same thing; correct?

16:06:56 16 A. Yes.

16:06:57 17 Q. Okay. So, now, you testified that your

16:07:20 18 understanding was that the copyrights were owned by -- the

16:07:24 19 copyrights to the photographs taken of these various hotels

16:07:27 20 was owned by the hotels; right?

16:07:31 21 A. (Witness nods.)

16:07:31 22 Q. And that's because they paid for it?

16:07:33 23 A. Well, because there was never an issue about

16:07:36 24 copyrights.

16:07:36 25 Q. But you've testified so far, a number of

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16:07:39 1 times, that it's because they paid for it?

16:07:41 2 A. Yes.

16:07:41 3 Q. Right? Okay.

16:07:41 4 A. Because we never talked about copyrights.

16:07:43 5 Q. Well, except that these documents --

16:07:45 6 A. Yes, no, I understand, I understand.

16:07:46 7 Q. These documents say something about copyright

16:07:48 8 and -- (simultaneous speakers - unclear)

16:07:48 9 A. Yes, yes, I understand. I can -- I know what

16:07:50 10 it says.

16:07:51 11 Q. Okay. And do you believe that others at GHM

16:08:07 12 had the same view that you did, that the copyrights to the

16:08:11 13 photographs of the various properties were owned by the

16:08:15 14 hotels?

16:08:16 15 A. I can't speak for others. I don't know.

16:08:19 16 Q. Okay. We were talking earlier about Kendall

16:08:24 17 Oei, he was the director. Would you say he was like

16:08:30 18 number 3 in the company?

16:08:31 19 A. He was representing Adriaan Zecha's interests.

16:08:34 20 He was there. So there was no such -- he didn't get

16:08:38 21 involved in the day-to-day operation or anything like that.

16:08:40 22 He was representing his interest. So, I wouldn't classify

16:08:44 23 as number 3. He was a director.

16:08:46 24 Q. He was the director of the company?

16:08:47 25 A. Yes.

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16:08:47 1 Q. What does the director do?

16:08:50 2 A. Directs.

16:08:50 3 Q. The operations of the company?

16:08:52 4 A. No. Directs, makes sure that the company goes

16:08:53 5 in accordance with the main shareholders' wishes.

16:08:57 6 Q. Okay. And he was also, as you testified, in

16:09:00 7 charge of the legal aspects of the company?

16:09:03 8 A. Well, he was in charge of all the contractual

16:09:05 9 issues, yes.

16:09:06 10 Q. Okay. And would he have seen -- you said

16:09:10 11 these invoices and the estimates went on your desk. Would

16:09:15 12 he see them as well?

16:09:17 13 A. I would have been very surprised. He was

16:09:18 14 hardly in town.

16:09:19 15 Q. He was hardly in town. Okay.

16:09:20 16 Do you know if he had an understanding of who

16:09:22 17 owned the copyrights to the photographs?

16:09:24 18 A. He's American.

16:09:25 19 Q. That wasn't my question. That was, like,

16:09:27 20 really nonresponsive.

16:09:29 21 A. So I suppose -- yes, I suppose so. I mean,

16:09:31 22 the copyright issue -- again I repeat what I've said -- it

16:09:35 23 was never an issue because Junior Lee never acted upon,

16:09:39 24 while I was working with her, mentioning anything of

16:09:44 25 copyright, mentioning anything that we can use these

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16:09:47 1 photographs only for a limited -- for limited use.

16:09:50 2 So this -- yes, I can see what it says here, but
16:09:54 3 in the 10 years I was working with Junior this was never an
16:09:56 4 issue.

16:09:58 5 Q. Okay. And that was because --

16:09:59 6 A. Because, I repeat again, if that would have
16:10:02 7 come up, if she would have acted upon it, it would have been
16:10:05 8 the last time I would have been working with her.

16:10:08 9 Q. Wouldn't that --

16:10:08 10 A. Because it creates a problem.

16:10:09 11 Q. I understand.

16:10:09 12 A. Because in our industry you need to have all
16:10:11 13 sorts of spreads to do the message. In those days, it was
16:10:16 14 travel agencies, brochures, newspapers, magazines, etc.,
16:10:22 15 etc. Nowadays it's -- and then, of course, the internet,
16:10:26 16 nowadays. It's, I mean, all sorts of things.

16:10:30 17 Q. I understand. I --

16:10:31 18 A. So if you limit anything to anyone --

16:10:31 19 Q. At this point --

16:10:32 20 MR. SCHWARZ: No, no, you can't interrupt him.

16:10:34 21 That's --

16:10:35 22 MR. TOKE: He's not answering the question. He's
16:10:37 23 just going on a colloquy.

16:10:37 24 MR. SCHWARZ: Okay.

16:10:37 25 A. I'm answering the question.

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16:10:39 1 BY MR. TOKE:

16:10:40 2 Q. Okay. My question actually was --

16:10:41 3 MR. SCHWARZ: No, no, no, you're -- let him

16:10:41 4 finish.

16:10:41 5 MR. TOKE: Let's read the question back, please.

16:10:43 6 MR. SCHWARZ: Before you do that, it doesn't make

16:10:44 7 a difference. You can ask another question afterwards if

16:10:48 8 you're not satisfied, but under no circumstances can you

16:10:51 9 just interrupt the witness.

16:10:53 10 MR. TOKE: Sure I can.

16:10:55 11 MR. SCHWARZ: No you can't.

16:10:56 12 MR. TOKE: Okay. Well, let's take a look at the

16:10:57 13 question and I'd like you to answer that question, please.

16:11:29 14 (Questions and answers read back.)

16:11:29 15 You can stop there.

16:11:29 16 Q. I asked you, do you know if Mr. Oei had an

16:11:34 17 understanding of who owned the copyrights to the photographs

16:11:37 18 taken by Wave?

16:11:38 19 A. I can't speak for Mr. Oei.

16:11:40 20 Q. Okay. How about Mr. Jenni?

16:11:46 21 A. Mr. Jenni had very little interaction with

16:11:49 22 Junior. I would say 90 percent of the interaction with

16:11:53 23 Junior was with me.

16:11:54 24 Q. Okay. But I'm asking, did you know if

16:11:57 25 Mr. Jenni had an understanding of who owned the copyright?

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16:12:00 1 A. I can't speak for Mr. Jenni either.

16:12:02 2 Q. Okay. You said, though, Mr. Jenni was the

16:12:04 3 president and co-founder of the company; correct?

16:12:06 4 A. He is still the president of the company.

16:12:08 5 Q. Okay. And remains the co-founder.

16:12:11 6 A. That's right.

16:12:11 7 Q. Okay.

16:12:12 8 MR. SCHWARZ: Is this a good time to take a break?

16:12:17 9 MR. TOKE: If you want, sure.

16:12:20 10 MR. SCHWARZ: Let's take a break. We've been

16:12:20 11 going for a long time.

16:12:20 12 MR. TOKE: Actually, I'm almost done with this one

16:12:22 13 document. Give me two -- just a few more minutes. Let's go

16:12:25 14 back on the record.

16:12:29 15 Let's mark this as 54. It will just be a couple

16:12:33 16 of minutes.

16:12:35 17 MR. SCHWARZ: No, but I thought you were going to

16:12:36 18 say it was the same document. But, okay, if it's going to

16:12:38 19 be short, it's fine.

16:12:41 20 MR. TOKE: It shouldn't be too long. Thank you.

16:13:07 21 (Exhibit 54 marked for identification)

16:13:08 22 Exhibit 54 is an email thread that involves three

16:13:22 23 players. It looks like Kendall Oei. See where it says

16:13:26 24 "K Oei" at the top?

16:13:29 25 A. Yes.

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16:13:30 1 Q. And then to Junior Lee? Do you see that?

16:13:33 2 A. Yes, I see that.

16:13:34 3 Q. Okay. And then let's go to the bottom of this

16:13:37 4 thread. The re line for this is "Re: The Setai Club Website

16:13:44 5 Pictures." Do you see that?

16:13:45 6 A. Yes.

16:13:47 7 Q. So when you go to the bottom of it and it

16:13:50 8 says:

16:13:51 9 "On 16 Jun 2006, at 6:48 PM, jr lee wrote:

16:13:56 10 Dear Mr Jenni,

16:13:58 11 Please find attached, the summary of pictures

16:14:01 12 usage on The Setai Club for your perusal.

16:14:04 13 Thank you and best regards,

16:14:06 14 Jr lee"

16:14:07 15 And he writes back at 9:49 a.m:

16:14:12 16 "Dear Junior

16:14:12 17 Please mark the ones which have been produced

16:14:15 18 during your photo shoot and then we can assume that the rest

16:14:17 19 is from their library."

16:14:20 20 Do you see where that says that?

16:14:22 21 A. Yes, yes, yes.

16:14:22 22 Q. Okay. Then there's a response from Junior

16:14:24 23 Lee, writing:

16:14:26 24 "Dear Mr Jenni,

16:14:27 25 They have already been marked. The ones in

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16:14:29 1 'Yellow Dots' are shot by us or by the property a long time
16:14:35 2 ago and were put into our archive. Those that are from
16:14:35 3 their library are marked with 'Pink Star'.
16:14:37 4 Attached is the file for your perusal."
16:14:41 5 Do you see that?
16:14:41 6 A. Yes.
16:14:42 7 Q. Okay. "Thanks Junior," Mr. Jenni writes back.
16:14:46 8 There's a little backward back and forth.
16:14:49 9 And then Mr. Jenni forwards this email thread, it
16:14:51 10 looks like, on Friday, 23 June 2006, to Kendall Oei. So
16:14:57 11 this is the president and co-founder of the company sending
16:15:01 12 an email to the director of the company.
16:15:03 13 A. Which page is that?
16:15:05 14 Q. I'm sorry. The second page. The second page.
16:15:07 15 A. We're going back again.
16:15:07 16 Q. Sorry. You'll see -- do you see where I am?
16:15:09 17 A. Yes, yes, second page.
16:15:10 18 Q. Okay. And it says:
16:15:11 19 "Kendall
16:15:14 20 Do we sue?
16:15:16 21 Hans"
16:15:16 22 Do you see that?
16:15:17 23 A. Yes.
16:15:19 24 Q. Okay. Then --
16:15:22 25 A. What's he referring to? I don't know.

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16:15:24 1 Q. Well, presumably The Setai Club website
16:15:27 2 pictures; yes?
16:15:29 3 A. Oh.
16:15:30 4 Q. Right?
16:15:30 5 A. I don't know.
16:15:31 6 Q. Okay.
16:15:31 7 A. It just says the subject but he doesn't know
16:15:34 8 what he wants to sue about.
16:15:36 9 Q. Sure. Then, above that, it's Kendall Oei
16:15:40 10 writing to Junior Lee, saying:
16:15:41 11 "Dear Junior
16:15:42 12 See the enclosed email. Will you please send me
16:15:45 13 the marked up attachment so that I can view the photos and
16:15:49 14 follow up with our lawyers. Do you have any documents to
16:15:53 15 show that Waves/GHM own the photos?"
16:15:57 16 Then there is an email above that from Junior Lee
16:15:59 17 to Kendall Oei, 26 June 2006:
16:16:03 18 "Dear Kendall,
16:16:05 19 Here are the documents:
16:16:07 20 Photography Agreement between The Wave and
16:16:11 21 IrieEyes."
16:16:12 22 Do you know what IrieEyes is?
16:16:15 23 A. That's the company name of -- of Masano.
16:16:19 24 Q. That's the cameraman or photographer that you
16:16:19 25 talked --

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16:16:20 1 A. Yes.

16:16:21 2 Q. Okay. And number 2:

16:16:22 3 "Our quotation with all the terms stated in

16:16:22 4 bullets.

16:16:24 5 An updated Photography Agreement will be signed

16:16:24 6 soon as we have changed the company's name ..."

16:16:29 7 Blah, blah, blah. Do you see that?

16:16:29 8 Do you see that?

16:16:29 9 A. Yes.

16:16:30 10 Q. Okay. And then, finally, the last bit is

16:16:31 11 above that, where it says:

16:16:33 12 "Dear Junior

16:16:34 13 Many thanks for sending copies of the photos on

16:16:36 14 The Setai Club website as well as copies of your agreement

16:16:36 15 with the photographers.

16:16:37 16 Waves supported by GHM may have to file an IP

16:16:42 17 violation suit against The Setai Club. That is an option we

16:16:47 18 keep up our sleeves and may produce a pile of money for

16:16:50 19 you."

16:16:51 20 Do you see what that says that?

16:16:52 21 A. Mm-hm.

16:16:53 22 Q. "Will revert later.

16:16:55 23 Kind regards,

16:16:57 24 Kendall Oei

16:16:58 25 Director."

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16:16:58 1 Do you see that?

16:16:58 2 A. Mm-hm.

16:16:59 3 Q. This would be contrary to the viewpoint that
16:17:00 4 the hotels were the copyright owner; correct?

16:17:04 5 A. Well, The Setai Club was a total different
16:17:07 6 entity. I don't know, because it's very disjointed here,
16:17:12 7 you are putting things together here. I don't know in what
16:17:15 8 context it is. But, yes, I read what it says, yes.

16:17:18 9 Q. So, it does seem contradictory to the
16:17:22 10 viewpoint that the hotels were the owner of the photographs
16:17:25 11 taken; correct?

16:17:25 12 A. The Setai Club is not the hotel. The Setai
16:17:27 13 Club was a different entity of the hotel.

16:17:31 14 Q. Okay. But there was a -- understood. But
16:17:32 15 there were photos taken by Wave, or Junior, of the Setai
16:17:35 16 Club; correct?

16:17:38 17 A. This I don't know.

16:17:39 18 Q. Okay. Okay. But you would agree that this
16:17:42 19 seems to suggest --

16:17:43 20 A. No, I wouldn't agree. Because The Setai Club,
16:17:46 21 as I said, and repeat myself, is a different entity. The
16:17:49 22 Setai Club is nothing to do with the hotel. The Setai Club
16:17:53 23 is a private membership club located in the hotel. It's a
16:17:58 24 separate ownership.

16:17:59 25 Q. Okay.

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16:17:59 1 A. And it was not --

16:17:59 2 Q. And it was not managed by GHM?

16:18:01 3 A. No, of course not.

16:18:02 4 Q. Okay. So, that would suggest -- and you're
16:18:03 5 not aware -- were you at The Setai Club shoots, The Setai
16:18:07 6 shoots?

16:18:07 7 A. I don't know. This I don't know. I can't
16:18:09 8 remember, it's so long ago.

16:18:11 9 Q. Okay. So, you don't recall?

16:18:13 10 A. We're talking about 10 years here. Now
16:18:14 11 I can't remember if I was there.

16:18:16 12 Q. So, you don't recall if you were at The Setai
16:18:19 13 for any of the photo shoots?

16:18:20 14 A. I was at The Setai, yes.

16:18:22 15 Q. Okay.

16:18:22 16 A. I was at The Setai photo shoots. This
16:18:24 17 I remember because I remember the big hoo-ha we had to pay
16:18:27 18 to get Junior Lee's luggage out of the thing. I remember
16:18:31 19 that very well because we had to pay extra money to bring
16:18:36 20 all these equipment into the country. So, I was there,
16:18:38 21 right.

16:18:38 22 I can't remember the photo shoot of The Setai
16:18:40 23 Club. That was a club which was done by The Setai
16:18:46 24 developer. We did the cleaning and this and that but they
16:18:49 25 sold the memberships. It was a membership club, a private

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16:18:53 1 membership club.

16:18:57 2 Q. I understand. But you --

16:18:58 3 A. So this club has nothing to do with Puri nor
16:19:05 4 the hotel.

16:19:06 5 Q. Okay.

16:19:06 6 A. The developers of The Setai established a
16:19:09 7 membership club inside the hotel. Part of the membership --
16:19:12 8 part of The Setai Club was a Lenny Kravitz recording studio.

16:19:17 9 Q. Okay.

16:19:17 10 You want to take a break. We can take that break
16:19:21 11 now.

16:19:22 12 MR. SCHWARZ: It was Lenny Kravitz.

16:19:29 13 A. Lenny Kravitz.

16:19:31 14 MR. SCHWARZ: Let's take a break.

16:19:34 15 VIDEOGRAPHER: This marks the end of videotape
16:19:37 16 number 2 in the deposition of Ralf Ohletz Count von
16:19:42 17 Plettenberg.

16:19:44 18 A. Now you're making it all confusing.

16:19:44 19 VIDEOGRAPHER: The time is 4:18 p.m.

16:19:51 20 (4:18 p.m.)

16:19:53 21 (Recess taken.)

16:32:22 22 (4:32 p.m.)

16:32:50 23 VIDEOGRAPHER: Back on the record.

16:32:52 24 Here marks the beginning of tape number 3 in the
16:32:55 25 deposition of Ralf Ohletz Count von Plettenberg. The time

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16:33:01 1 is 4:33 p.m.

16:33:06 2 BY MR. TOKE:

16:33:07 3 Q. Okay. Back on the record.

16:33:14 4 Let's mark next in order, 55, this document.

16:33:44 5 (Exhibit 55 marked for identification)

16:33:52 6 Exhibit 55 is Bates labeled TWS0355933 and 355934.

16:34:02 7 This is another email string.

16:34:03 8 Do you see this, Mr. Ohletz?

16:34:05 9 A. The first page or second page?

16:34:08 10 Q. Let's look at the second page, so we see the

16:34:10 11 older email.

16:34:11 12 A. Yes.

16:34:11 13 Q. It looks like it's an email from Mr. Oei.

16:34:16 14 It's hard to tell when it was sent, but it says:

16:34:19 15 "Dear Junior

16:34:19 16 I had asked Pam to request from you a copy of the

16:34:22 17 photo contract you use when employing photographers to shoot

16:34:22 18 photos for GHM brochures. I can't imagine that you don't

16:34:24 19 have such a service contract. Please email me a copy.

16:34:28 20 Many thanks."

16:34:29 21 Do you see that?

16:34:32 22 And then we have the next page, which is -- well,

16:34:34 23 the first page actually, which appears to be an email from

16:34:38 24 Mr. Oei to Ms. Lee, to Junior, September 20, 2006:

16:34:45 25 "Dear Junior

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16:34:46 1 Pam has sent to you by email scanned copies of the
16:34:49 2 photos of The Lalu which appeared in the book Ultimate Spa.
16:34:56 3 Would you please check and see if these photos are part of
16:34:59 4 your proprietary library or whether they are third-party
16:35:03 5 photos."

16:35:04 6 Do you see what he says there?

16:35:07 7 A. Yes.

16:35:08 8 Q. What do you think he means by that?

16:35:10 9 A. Well, he means very clearly that there's a spa
16:35:11 10 brochure or a spa whatever -- Ultimate Spa, I don't know
16:35:16 11 what that is. A book? And there are photographs in there.
16:35:20 12 I mean, that's how it says.

16:35:22 13 Q. Some of which were of The Lalu; correct?

16:35:26 14 A. That's what he assumes, yes.

16:35:28 15 Q. What he says. He doesn't assume it.

16:35:31 16 A. What he says.

16:35:31 17 Q. Okay. And it suggests -- he says, "Would you
16:35:34 18 please check and see if these photos are part of your
16:35:37 19 proprietary library" of photos of The Lalu; correct?

16:35:42 20 A. Yes.

16:35:43 21 Q. So it appears that Mr. Oei believes that the
16:35:46 22 photos taken by Junior of The Lalu are part of her
16:35:50 23 proprietary library; correct?

16:35:52 24 A. No.. That's -- that's not how I would --
16:35:57 25 I would interpret this because --

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16:35:58 1 Q. How would you interpret it?

16:36:00 2 A. I would see this, because there are lots of
16:36:03 3 photographs that Junior Lee would take or the group would
16:36:07 4 take, and I guess The Lalu would have issued some
16:36:11 5 photographs to -- because occasionally you have this as a
16:36:16 6 hotel company, that the publisher of books comes and sees
16:36:21 7 you and says, "Look, we'd like to do a spa book, do you
16:36:24 8 have" -- and, of course, the spa was one of the best spas in
16:36:28 9 Taiwan, very beautiful. So I can imagine that they have
16:36:31 10 given them some photographs. That's how I read this. Okay?

16:36:34 11 So The Lalu gave the guy some photographs and
16:36:37 12 Kendall wants to know whether they are The Lalu photographs
16:36:41 13 or whether they are third party photographs.

16:36:42 14 Q. Right. The Lalu photographs taken by Junior?

16:36:45 15 A. Correct, yes.

16:36:46 16 Q. Okay. But when -- okay.

16:36:48 17 A. That's how I read this, very clearly.

16:36:50 18 Q. Okay. And when he says "part of your
16:36:55 19 proprietary library", how do you understand that?

16:36:58 20 A. Because at that time, 2006, The Lalu was not
16:37:02 21 any more part of the management of GHM.

16:37:05 22 Q. Ah, right. So -- right, exactly.

16:37:08 23 A. So --

16:37:08 24 Q. So then -- so The Lalu's use of these --

16:37:11 25 MR. SCHWARZ: Just a second.

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16:37:11 1 MR. TOKE: I'm sorry.

16:37:11 2 MR. SCHWARZ: Don't interrupt him.

16:37:12 3 BY MR. TOKE:

16:37:13 4 Q. I'm sorry. Continue, please.

16:37:13 5 A. Yes. So it was not any more part of GHM, so
16:37:17 6 he wants to know whether the photograph that The Lalu is
16:37:20 7 using, okay, from -- taken by her or taken by a third party.

16:37:26 8 Q. Right.

16:37:26 9 A. So, meaning the proprietary library, because
16:37:29 10 you can't go back to The Lalu and ask that because The Lalu
16:37:32 11 is not part of the GHM portfolio any more, so you ask her.

16:37:37 12 Q. And the reason is because The Lalu couldn't
16:37:39 13 use the photos any more and that's why he wants to know if
16:37:42 14 it's part of her proprietary library, because they were no
16:37:45 15 longer --

16:37:46 16 A. I can only assume that.

16:37:47 17 Q. So, you can -- that's what he's trying to say;
16:37:49 18 right? That he's saying -- so, Kendall Oei is saying The
16:37:51 19 Lalu, because it's no longer managed by GHM, cannot use the
16:37:55 20 photos that were taken by Junior of The Lalu, since they
16:37:59 21 were no longer under contract with GHM; correct? That's
16:38:02 22 what you're interpreting this as?

16:38:05 23 A. No. The way I interpret this is that The
16:38:10 24 Lalu, which is not part of GHM, has to do -- whether The
16:38:14 25 Lalu is giving photographs from their old library to this

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16:38:18 1 book or not. So, he just wants to establish whether it
16:38:21 2 comes from the work that she's done or whether the work is
16:38:24 3 by a third party. That's what he wants to establish.

16:38:27 4 Q. Why is that -- why would that be important?

16:38:28 5 A. I don't know. It doesn't say here.

16:38:31 6 Q. Ah. Okay. Okay.

16:38:31 7 A. I just read what he says.

16:38:33 8 Q. Okay.

16:38:33 9 A. Because he was asking merely whether these
16:38:36 10 photographs used in that book are taken by Junior or taken
16:38:41 11 by a third party. That's what he's asking.

16:38:52 12 Q. Okay. Earlier you testified that --

16:39:10 13 A. May I just add something to this?

16:39:12 14 Q. I don't know what it's going to be responsive
16:39:14 15 to, so, no, I -- (simultaneous speakers - unclear)

16:39:15 16 A. Yes, I know, because it relates to The Lalu.

16:39:18 17 Q. It relates to The Lalu?

16:39:19 18 MR. SCHWARZ: If he wants to finish his answer.

16:39:20 19 I clearly let Ms. Lee supplement her answers.

16:39:25 20 MR. TOKE: If it's responsive to my question, yes.

16:39:27 21 A. Yes, it is, because -- because The Lalu, when
16:39:30 22 it became or when it started to be owned under their own
16:39:36 23 management, used all the photographs until now, until last
16:39:40 24 week, until I got an email from The Lalu saying, "Oh, I have
16:39:45 25 somebody called Junior Lee giving us trouble with the

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16:39:47 1 photographs." I can show it to you. The guy sent it to me,
16:39:51 2 one of our ex-staff, and they were quite perplexed, you see.
16:39:55 3 So, meaning The Lalu, quite clearly, used the photographs
16:39:59 4 well after GHM has left, and rightly so, because they're
16:40:03 5 theirs.

16:40:03 6 Q. Even until last week?

16:40:04 7 A. They could not use -- what they could not use
16:40:07 8 is the format that we had established and the logo of GHM.
16:40:12 9 Everything else they can use until the cows come home, as
16:40:15 10 far as I'm concerned.

16:40:16 11 Q. As far as you're concerned. Okay. That's
16:40:17 12 fine.

16:40:18 13 When we were looking at the various production
16:40:21 14 estimates, you looked below and you said, "Yes, they always
16:40:24 15 have that similar language" --

16:40:26 16 A. Yes.

16:40:26 17 Q. -- "that Wave reserves all the intellectual
16:40:28 18 property copyrights to the" --

16:40:31 19 A. Yes.

16:40:31 20 Q. -- "including photographs". Correct?

16:40:31 21 A. Yes.

16:40:31 22 Q. Okay. You just read that today?

16:40:33 23 A. No. Well, I mean, I'm aware of it. But, you
16:40:35 24 know, it's one of those typical small prints you never read,
16:40:38 25 you know. But --

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16:40:40 1 Q. Okay. When did you --

16:40:42 2 MR. SCHWARZ: Let him finish.

16:40:43 3 BY MR. TOKE:

16:40:44 4 Q. Go ahead.

16:40:45 5 A. It's one of those typical small prints you

16:40:47 6 never read.

16:40:48 7 And there was never an issue with the rights of

16:40:51 8 who owns the photographs. If there would have been ever

16:40:54 9 brought up, this would have been immediately put to bed.

16:40:57 10 And, as I said again, or I repeat, I repeat for the fifth

16:41:00 11 time already, she would not have had a job with us.

16:41:04 12 Q. I understand. So you said --

16:41:06 13 MR. SCHWARZ: No, no --

16:41:06 14 MR. TOKE: He can't keep going on these -- I'm

16:41:06 15 trying to --

16:41:06 16 MR. SCHWARZ: You can't interrupt the witness.

16:41:09 17 It's not fair. So, let him finish.

16:41:11 18 BY MR. TOKE:

16:41:12 19 Q. Go ahead, if you want to.

16:41:13 20 A. So, what I'm saying is if you put yourself

16:41:16 21 into a situation of a hotel company whose job it is to

16:41:19 22 manage a third party asset and part of the management is to

16:41:25 23 use photography that is done by a photographer, it is

16:41:30 24 totally counterproductive to give a photographer a license,

16:41:36 25 saying, "This is your photography," and every time I want to

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16:41:40 1 use it for whatever device or whatever means, I have to go
16:41:43 2 back to you. I mean, absolutely unheard of, and totally
16:41:47 3 counterproductive.

16:41:48 4 The very reason why I went with her is because it
16:41:52 5 was worry free. So yes, I see it, because I'm not saying
16:41:56 6 that you have put it on there before. But it was
16:42:00 7 inconsequential because she never acted upon it.

16:42:04 8 Q. So, you're telling me that when you get these
16:42:07 9 production estimates you would see that language?

16:42:10 10 A. Well, no.

16:42:10 11 Q. Or, when did you first read that language?

16:42:13 12 A. Yes and no. Because what I look at ultimately
16:42:15 13 in these estimates is to see that what I wanted her to do is
16:42:24 14 here, because that ultimately is what the hotel pays. Then
16:42:27 15 I see the price, which I really was not too concerned about
16:42:30 16 because, as I said earlier on, if it fits within the budget,
16:42:34 17 and if it's too much -- she also then bargained with the
16:42:38 18 hotel, which is fine, because she did that between the
16:42:42 19 general manager, and definitely, I remember, with Puri,
16:42:45 20 because Puri is a bit of a tight arse and she would have
16:42:49 21 definitely -- I'm sure there was another estimate here which
16:42:52 22 was higher. So it was negotiated, I'm quite sure. And she
16:42:55 23 was always very open to that. Okay? So, other than --

16:42:58 24 Q. And that's because --

16:42:58 25 MR. SCHWARZ: No, no.

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16:42:59 1 A. Other than that line, really, I didn't care
16:43:02 2 really what it said --
16:43:03 3 BY MR. TOKE:
16:43:03 4 Q. So, you're telling me that you --
16:43:03 5 A. (simultaneous speakers - unclear) -- very
16:43:03 6 honestly.
16:43:08 7 Q. So, you're telling me that you -- so, you're
16:43:09 8 telling me that you did read that line but --
16:43:11 9 A. No, I didn't.
16:43:12 10 Q. You never read that line?
16:43:14 11 A. No.
16:43:14 12 Q. So, you weren't aware of that. And you didn't
16:43:17 13 care because it was a contract between the hotel and her;
16:43:21 14 right?
16:43:22 15 A. Yes, it was one of these small prints you
16:43:24 16 don't read, you know, really. Because, as I said, my focus
16:43:26 17 was on the amount, my focus was on what she had to do. And,
16:43:31 18 yes, perhaps rightly or wrongly so. But if it would have
16:43:35 19 caught my attention, I would have definitely asked her,
16:43:37 20 "Well, what's that?" But she also didn't bring it up to my
16:43:41 21 attention.
16:43:41 22 So, as I said, I didn't read it or I didn't
16:43:44 23 acknowledge it and she didn't bring it up to my attention,
16:43:47 24 like it is here with an arrow. Right? I mean, "Look, what
16:43:49 25 about this one here?" Right? Then I would have said, "Oh.

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16:43:52 1 What is this?" Because what we definitely want to avoid is
16:43:56 2 problems.

16:43:56 3 Q. And you testified earlier, though, you agreed
16:43:58 4 that this is a contract between the hotel and Ms. Lee
16:44:00 5 because --

16:44:01 6 A. It's not a contract. It's an estimate.

16:44:04 7 Q. Okay.

16:44:05 8 A. A contract --

16:44:05 9 Q. But there's a signature at the bottom from
16:44:08 10 Ms. Lee and the hotel; correct?

16:44:10 11 A. From the general manager, right, acknowledging
16:44:13 12 that this is roughly -- the final bill could have been
16:44:15 13 different.

16:44:15 14 Q. Okay.

16:44:15 15 A. That's what it says, "estimate"; estimate
16:44:18 16 meaning not final. It could have been more, could have been
16:44:21 17 less.

16:44:21 18 Q. Okay.

16:44:21 19 A. So the final bill would have been presented to
16:44:23 20 the general manager. It was just for the purpose of making
16:44:27 21 sure that it fits in the budget.

16:44:29 22 Q. You testified earlier that, you know, when you
16:44:31 23 go to a car dealer and you sign at the bottom, you expect
16:44:34 24 you own the car; right?

16:44:35 25 A. Yes.

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16:44:36 1 Q. Okay. Have you ever leased a car?

16:44:39 2 A. No.

16:44:40 3 Q. Okay. You know how a lease works, though;

16:44:42 4 right?

16:44:43 5 A. Yes.

16:44:43 6 Q. Yes. And so, you sign at the bottom, you get

16:44:45 7 the car, but you don't own it; correct?

16:44:48 8 A. But the difference is the price.

16:44:49 9 Q. Right. Exactly. So you -- but it's based on

16:44:52 10 the terms of the contract; right?

16:44:54 11 A. Yes.

16:44:54 12 Q. Okay. So, when you're leasing a car, you sign

16:44:56 13 at the bottom line, just like you do for a purchase

16:44:59 14 contract; right? But you don't own the car because the

16:45:02 15 price is different; correct?

16:45:03 16 A. (Witness nods.)

16:45:04 17 Q. Okay. And then there are conditions on when

16:45:06 18 you can use it and how many miles you can drive, etc.?

16:45:09 19 A. Not when you lease a car. That's when you

16:45:12 20 rent a car. There's a difference.

16:45:15 21 Q. Okay. So --

16:45:15 22 A. So, if you lease a car you can drive as much

16:45:18 23 as you want. When you rent a car, it stipulates

16:45:21 24 differently. So we're not renting anything here, we're not

16:45:24 25 renting any photographs here.

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16:45:25 1 Q. Okay. You testified earlier that you believe
16:45:28 2 that Mr. Masano was the photographer; correct?

16:45:31 3 A. Yes.

16:45:32 4 Q. And one of the things you said was you know
16:45:35 5 that because there was no attribution in these documents
16:45:38 6 to -- or in these brochures to Lee Kar Yin as the
16:45:42 7 photographer; correct?

16:45:44 8 A. Yes. She wasn't the photographer.

16:45:46 9 Q. Right. And I'm saying, and one of the things
16:45:48 10 you said, you testified, as a proof of that GHM didn't or
16:45:53 11 you didn't view that she was the photographer, was there is
16:45:57 12 no attribution of Lee Kar Yin or Wave as the photographer;
16:46:01 13 correct?

16:46:02 14 A. No, because --

16:46:03 15 Q. I'm asking you: That's correct; right?

16:46:05 16 A. Yes.

16:46:05 17 Q. Okay. So, if there were attribution, if there
16:46:08 18 were attribution in any of these documents, that would
16:46:12 19 suggest that she was the photographer; correct?

16:46:14 20 A. That's irrelevant because we are paying for a
16:46:15 21 service and ultimately what we are saying is the service is
16:46:18 22 done by a group of people. So, you know, so that's what
16:46:23 23 we're saying. So ultimately I don't care if it's done by
16:46:27 24 her, by him or whatever. He was always there --

16:46:29 25 Q. I understand.

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16:46:29 1 A. -- with his assistant, with the whole lighting
16:46:31 2 machine and all this sort of thing what you need there.

16:46:34 3 Q. I understand. That wasn't my question.

16:46:36 4 My question was -- pointed to your testimony
16:46:38 5 earlier that if she had been considered the photographer,
16:46:41 6 there would have been some sort of attribution in these
16:46:45 7 brochures that she was the photographer; correct?

16:46:48 8 A. I don't know.

16:46:49 9 Q. That's not what you testified before?

16:46:51 10 A. No, I don't know. Because I'm paying for a
16:46:53 11 service -- I keep on repeating myself -- I'm paying for a
16:46:57 12 service which includes photography. So, it says here very
16:47:00 13 clearly, photography, design, art direction, all this, it's
16:47:04 14 the whole package. I didn't ask her to do, be the
16:47:07 15 photographer nor did I hire her for a specific purpose.
16:47:12 16 I hired her to give me the end product.

16:47:16 17 Q. Okay. And if you were to see attribution of
16:47:24 18 her name in a particular product, if you did put it in here,
16:47:29 19 would that suggest that she was the photographer?

16:47:34 20 A. If I would have seen in any of the work that
16:47:37 21 she then presents to us, in front of the CD, on the side, a
16:47:44 22 reference to her photography, I would say, "What is that?"
16:47:47 23 I would have definitely questioned her.

16:47:49 24 Q. So -- okay.

16:47:56 25 A. There was never any reference of any of her

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16:47:59 1 photography work that it is Wave or her. Never ever have

16:48:05 2 I seen.

16:48:06 3 Q. And that's because you didn't consider her the

16:48:09 4 photographer?

16:48:10 5 A. No. That's because I hired her for a complete

16:48:13 6 job, not part of a job. Photography is part of it.

16:48:16 7 I didn't hire a photographer. I hired somebody who designs,

16:48:21 8 conceptualizes and delivers a full product, which includes

16:48:24 9 photography.

16:48:25 10 Q. Okay.

16:48:29 11 A. That was the deal.

16:48:39 12 Q. You will be holding on to these; right? The

16:48:41 13 original will come back to us, of these?

16:48:51 14 COURT REPORTER: Yes.

16:48:54 15 MR. TOKE: Okay. So, I'd like to mark the next

16:48:59 16 five exhibits -- this will be just quickly -- these various

16:49:04 17 magazines. Okay.

16:49:05 18 A. I'm familiar with the magazines.

16:50:20 19 Q. You are?

16:50:21 20 A. Yes, I'm familiar with the magazines.

16:50:31 21 (Exhibit 56 marked for identification)

16:50:31 22 (Exhibit 57 marked for identification)

16:50:31 23 (Exhibit 58 marked for identification)

16:50:31 24 (Exhibit 59 marked for identification)

16:50:31 25 (Exhibit 60 marked for identification)

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16:50:33 1 BY MR. TOKE:

16:50:34 2 Q. Mr. Ohletz, what has now been placed in front
16:50:36 3 of you are exhibits 56 through 60. These, I will represent
16:50:42 4 to you, are various GHM published magazines, called The
16:50:47 5 Magazine; correct?

16:50:48 6 A. Yes.

16:50:49 7 Q. Okay. And you said you're familiar with these
16:50:52 8 magazines; correct?

16:50:54 9 A. I'm familiar with the magazine because they
16:50:56 10 were published, I don't know, every quarter or something.

16:51:01 11 Q. From about when to when?

16:51:02 12 A. Oh, this I don't know.

16:51:03 13 Q. Give me an estimate.

16:51:05 14 A. I don't know.

16:51:06 15 Q. Okay. When did -- do you remember when The
16:51:08 16 Magazine started?

16:51:09 17 A. Let's say 10 years ago, maybe. Because The
16:51:12 18 Magazine came about, Mr. Graf, who was publishing the
16:51:19 19 magazine, was a regular guest of The Datai and he's from
16:51:24 20 Switzerland, he met Mr. Jenni and then he offered to do a
16:51:29 21 magazine as a third party. So he printed The Magazine in
16:51:32 22 Switzerland because he's a -- he prints various magazines.
16:51:35 23 And so Mr. Jenni said it was a good idea, and this was his
16:51:40 24 little thing. I was never involved in that magazine.

16:51:48 25 Q. This was Mr. Jenni's little thing?

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16:51:50 1 A. This was Mr. Jenni's little toy.

16:51:53 2 Q. And would you see these before they were
16:51:55 3 published?

16:51:56 4 A. Absolutely no way. Because, as I said, this
16:51:59 5 was done, context, everything, this was Mr. Jenni, because
16:52:03 6 he had a very close relationship with the publisher. And so
16:52:06 7 he controled totally editorial, whatever. I only saw them
16:52:10 8 when they arrived. So I had absolutely nothing to do with
16:52:13 9 this.

16:52:15 10 Q. Then who at GHM then would have had any
16:52:19 11 involvement?

16:52:19 12 A. I don't think anybody. Only the -- you know,
16:52:22 13 because I was in one of those magazines, I don't know
16:52:25 14 whether it's here, but -- because we interviewed sometimes
16:52:29 15 guests, we interviewed the general manager here, and he puts
16:52:31 16 in -- because he puts together the magazines, so this is all
16:52:34 17 his contribution. You see it's a motor cycle. So, this is
16:52:42 18 Hans Meier, one of our general managers. So, it's obviously
16:52:47 19 the guys who -- we tell them Hans Meier, Graf goes there,
16:52:52 20 takes photographs and then does the text. So this is a
16:52:54 21 one-man show, I guess.

16:52:55 22 Q. Would no one at GHM ever look at it before it
16:52:59 23 was published?

16:53:01 24 A. This I don't know. I doubt it very much. But
16:53:02 25 I don't know that. Certainly not me..

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16:53:04 1 Q. Where would he have gotten any information
16:53:07 2 about -- or even where would he have gotten the photographs
16:53:11 3 that are put into the magazine?

16:53:13 4 A. Well, it's very clearly a hotel magazine, our
16:53:17 5 hotel -- I mean, the GHM magazine, and the photographs that
16:53:20 6 are in here are from GHM.

16:53:21 7 Q. Okay. So, someone at GHM would have given him
16:53:25 8 the -- (simultaneous speakers - unclear)

16:53:26 9 A. I mean, you know -- of course, absolutely.

16:53:27 10 Q. Okay. And they would have --

16:53:27 11 A. I mean, GHM, the hotels or --

16:53:28 12 MR. SCHWARZ: Let him finish.

16:53:28 13 A. I don't know how they -- how he got the
16:53:31 14 things. I don't know who. But these are hotel photographs,
16:53:33 15 our hotel's photographs, and they were given to this man.

16:53:36 16 BY MR. TOKE:

16:53:38 17 Q. Okay. By someone at GHM?

16:53:40 18 A. This I don't know. But they sell the hotel.

16:53:44 19 Q. Okay.

16:53:45 20 A. So it's another one of these brochures. But
16:53:48 21 this is one thing that I didn't control.

16:53:53 22 Q. Okay.

16:53:55 23 A. Because it was Mr. Jenni's favourite, so to
16:53:58 24 speak, and he liked that magazine.

16:54:01 25 Q. Okay. Did he ever look at the documents, at

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16:54:03 1 these, before they were published, do you know?

16:54:07 2 A. This I don't know.

16:54:08 3 Q. You don't know. Okay.

16:54:08 4 A. I'm sure he must have had correspondence of
16:54:10 5 the context because, you know, he was a friend of Mr. Graf,
16:54:12 6 and I'm sure that before it was published he would be
16:54:18 7 seeing, you know -- I'm assuming here, I don't know.

16:54:23 8 But, you know, this is entirely between Mr. Graf
16:54:25 9 and Hans Jenni, this. Nobody in the office would ever get
16:54:28 10 involved in that.

16:54:31 11 Q. Okay.

16:55:47 12 Let's take a look at the same one we've been
16:55:49 13 looking at, which is exhibit 56. We've tagged now here a
16:55:55 14 number of photos that I will represent to you were taken by
16:56:01 15 Junior Lee as The Wave.

16:56:04 16 A. Well, I'm quite sure, because she was the only
16:56:07 17 person doing these sort of things. So who else's
16:56:10 18 photographs would be in there?

16:56:11 19 Q. Right. So let's see. We're looking at one
16:56:14 20 page that has a photo of The Leela, The Chedi, Chiang Mai,
16:56:17 21 The Setai --

16:56:19 22 A. Yes, yes, I understand.

16:56:20 23 Q. Yes. And so, were you at any of these shoots,
16:56:23 24 do you know? Do you recall?

16:56:26 25 A. I don't know which shoot. I remember the

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16:56:28 1 Setai. I mean, quite a few, not all, because I think
16:56:31 2 probably at the very beginning more. Then later on, again,
16:56:35 3 you know, one has a very good understanding of the way we
16:56:39 4 work together and she did it by herself, you know. But
16:56:42 5 I think -- I mean, 80 percent, 70 percent, I don't know.
16:56:47 6 But I certainly was at some of the shoots, yes, not all of
16:56:51 7 them probably, but --

16:56:52 8 Q. And was Masano at most of these shoots?

16:56:57 9 A. I assume. Certainly the shoots I was there.

16:57:00 10 Q. Okay. So let's go to the back. It says,
16:57:05 11 actually here, on the second to last page, there's a little
16:57:10 12 title that says "Imprint", and if you look at "Photography",
16:57:13 13 do you see what that says?

16:57:15 14 A. Yes. "James Graf, Peter Hillert, Lee Kar
16:57:20 15 Yin."

16:57:21 16 Q. And who is Lee Kar Yin?

16:57:22 17 A. I don't know. I guess it's Junior.

16:57:25 18 Q. It's Junior; correct?

16:57:26 19 A. Yes. I don't know. Yes. I don't know her
16:57:29 20 full name.

16:57:29 21 Q. Well, I can represent to you that that's what
16:57:31 22 her name is, Lee Kar Yin.

16:57:35 23 A. Okay.

16:57:36 24 Q. Okay. And so --

16:57:37 25 A. Maybe -- maybe because she was put in there

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16:57:39 1 because she sent the photographs. I don't know. How would
16:57:42 2 they get the photographs otherwise?

16:57:44 3 Q. I asked you. And you said --

16:57:45 4 A. I don't know. I'm just saying, maybe her
16:57:48 5 reference is there because she sent the photographs.
16:57:50 6 Because this was very common that because she had a lot of
16:57:53 7 photographs, she had a photographic library, you know --
16:57:56 8 because you have to understand, there were not two copies,
16:57:59 9 there were three copies, one for the hotel, one for GHM and
16:58:05 10 one library that she kept.

16:58:08 11 So, very often, someone else would ask her, "Well,
16:58:13 12 don't give any others," because, you know, when you do
16:58:17 13 publication, you need to -- you have to have new things. So
16:58:21 14 we certainly can't use the always same photography that we
16:58:24 15 use in brochures, because it's a magazine, otherwise it's --
16:58:27 16 it repeats herself.

16:58:28 17 So, I can just imagine that people ask her, "Well,
16:58:30 18 we have to do this magazine, send something else other than
16:58:34 19 a brochure photograph," because she was -- she was dealing
16:58:36 20 with this. And nobody in the office would have the better
16:58:39 21 understanding of sending photographs to somebody, third
16:58:42 22 party, than her.

16:58:43 23 Q. But you have no personal knowledge that Junior
16:58:48 24 was actually the one that sent these photographs?

16:58:50 25 A. No, I have no personal knowledge.

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16:58:52 1 Q. Okay. So that's pure speculation on your

16:58:55 2 part?

16:58:56 3 A. Absolutely, yes.

16:58:57 4 Q. So, let's go to --

16:58:59 5 A. But he must have gotten them from someone.

16:59:02 6 Q. True. Clearly. They're in The Magazine.

16:59:03 7 A. And you know -- sorry. The speculation is, to

16:59:06 8 me, very solid, because why would Graf, who is the editor

16:59:11 9 and publisher, use her name in there? So, if you are a

16:59:16 10 third party magazine supplier, you do that out of courtesy,

16:59:20 11 absolutely. So, otherwise GHM would be in there, but GHM is

16:59:23 12 the publisher of this.

16:59:25 13 Q. Right. And so, you're saying as a courtesy,

16:59:28 14 because as the photographer of the --

16:59:30 15 A. She's not the photographer. She is the holder

16:59:32 16 of -- I mean, why are we going over? She is not the

16:59:36 17 photographer. She is the holder of our library, of the

16:59:39 18 library of photos.

16:59:40 19 Q. Okay. So we can take a look at each one of

16:59:43 20 these, and you'll agree that they indicate that

16:59:47 21 "Photography", there's an attribution to Lee Kar Yin;

16:59:52 22 correct?

16:59:54 23 A. Yes, and I just explained why I think it's

16:59:56 24 there.

16:59:57 25 Q. I understand. I'm just saying that that's

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16:59:57 1 what it says; correct?

16:59:58 2 A. That would be -- that's all I would know.

17:00:00 3 Otherwise I don't know.

17:00:03 4 Q. No, I understand. You'll agree that in the
17:00:04 5 tabbed area on each of these magazines, where it says
17:00:07 6 "Photography", there's an attribution to Lee Kar Yin;
17:00:11 7 correct?

17:00:11 8 A. If there are photos from her in there, of
17:00:14 9 course, yes.

17:00:16 10 Q. Yes. Okay. And I'm just asking you to take a
17:00:17 11 look at each one, just to confirm that that's in fact what
17:00:21 12 it says. Yes?

17:00:22 13 A. Yes.

17:00:23 14 Q. Okay.

17:00:24 15 A. But this is -- but this is a third party
17:00:25 16 publisher.

17:00:26 17 Q. I understand.

17:00:26 18 A. Nothing to do with GHM. GHM buys it from him.

17:00:29 19 Q. I understand. Okay.

17:00:31 20 A. So, you have to ask Mr. Graf. He knows that.
17:00:34 21 I don't know.

17:00:35 22 Q. Sure. But I'm just asking you to agree that
17:00:36 23 this --

17:00:37 24 A. I don't agree. I acknowledge that her name is
17:00:39 25 there. That's what I do.

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17:00:40 1 Q. Right. And this is a GHM published magazine?

17:00:42 2 A. No, that's a GHM magazine published by

17:00:45 3 Mr. Graf.

17:00:46 4 Q. Ah. Okay. So, let's take a look at the

17:00:48 5 bottom then of this page, where it says:

17:00:54 6 "All rights reserved by General Hotel Management."

17:00:58 7 Correct?

17:00:58 8 A. Mm-hm. Yes.

17:01:00 9 Q. So doesn't that suggest that it's published by

17:01:03 10 General Hotel Management?

17:01:03 11 A. No. It says that the contents which are in

17:01:07 12 there are General Hotel Management contents, which is

17:01:09 13 probably correct because it was coordinated with Mr. Graf.

17:01:14 14 Q. Okay.

17:01:18 15 A. It would be a reference to editing, more or

17:01:21 16 less the same.

17:01:30 17 Q. Okay. Next in order, please. This is exhibit

17:01:33 18 61.

17:01:35 19 (Exhibit 61 marked for identification)

17:02:01 20 A. How old are these magazines, by the way?

17:02:03 21 COURT REPORTER: Just a minute.

17:02:03 22 BY MR. TOKE:

17:02:03 23 Q. Actually, before we finish, let's take a look

17:02:06 24 at this one, which is marked 57. If you'll read again just

17:02:11 25 the bottom, this says:

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17:02:13 1 "Published and all rights reserved by" --

17:02:19 2 A. "The Magazine".

17:02:20 3 Q. Right. And then what does that say

17:02:22 4 underneath, "General Hotel Management"?

17:02:23 5 A. "General Hotel Management", yes.

17:02:25 6 Q. Correct?

17:02:25 7 A. Yes.

17:02:26 8 Q. Okay. That's all. Thank you.

17:02:28 9 A. How old is that magazine?

17:02:30 10 Q. It's No. 3 in the series. I don't know.

17:02:32 11 A. Well, it's a very early one, which means we're

17:02:35 12 talking about 10 years ago. So, 10 years ago, you know, for

17:02:39 13 10 years Junior was our absolute keeper of everything that

17:02:43 14 was in the publishing world. So it would only be fair to

17:02:47 15 have her name in there. I would be very disappointed not to

17:02:50 16 see her name in there.

17:02:51 17 Q. Okay. Let's look at exhibit 61, please. This

17:02:56 18 is another email thread. This looks like -- if you go to

17:03:07 19 the bottom of the first page, you'll see it's an email

17:03:11 20 from --

17:03:14 21 MR. SCHWARZ: Excuse me, I need a copy.

17:03:17 22 MR. TOKE: Sorry, I apologize.

17:03:28 23 Q. You'll see at the bottom it's an email from

17:03:31 24 Meghan Edwards, who appeared to be at Reed Business, writing

17:03:35 25 to ghmadmin@singnet.com.sg. Do you see that?

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17:03:43 1 A. Yes, I see that.

17:03:43 2 Q. And the "Subject" line is "Interior Design

17:03:44 3 magazine - photography credit for the Chedi Muscat". Do you

17:03:47 4 see that?

17:03:47 5 A. Mm-hm.

17:03:47 6 Q. It says:

17:03:47 7 "Dear Alvin Fong,

17:03:49 8 I'm writing on behalf of Interior Design magazine.

17:03:49 9 We're using an image that you sent us of the Chedi Muscat in

17:03:54 10 Oman in our October issue. What should the photography

17:03:57 11 credit be for this image?

17:04:00 12 As we're on deadline, please respond as soon as

17:04:03 13 you receive this.

17:04:04 14 Meghan Edwards."

17:04:05 15 Then there is an email above that, which appears

17:04:10 16 to be from Mr. Alvin Fong to Junior on September 27, 2007,

17:04:14 17 saying:

17:04:14 18 "Hi Junior,

17:04:15 19 Do you want to reply to her below? Or is there a

17:04:18 20 standard credit we can give out to anybody?"

17:04:21 21 Do you see that?

17:04:22 22 A. She says Wave Studios, yes. That's the

17:04:25 23 courtesy we would -- we would give to people who work with

17:04:29 24 us very closely, absolutely, and it's correct.

17:04:34 25 Q. Because it suggests -- it's saying that the

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17:04:36 1 photography credit should go to The Wave Studio; correct?

17:04:40 2 That's what's the above -- that's what Junior is writing

17:04:42 3 about?

17:04:43 4 A. That's what it says, that's right, yes.

17:04:46 5 Q. Okay. And that's because --

17:04:47 6 A. That's because she was not the photographer.

17:04:48 7 But she was part of the photography team. So, obviously,

17:04:51 8 who are we going to put the credit in there, GHM? I mean,

17:04:55 9 I don't understand --

17:04:55 10 Q. Or the photographer.

17:04:56 11 A. Just one minute. She has been dealing with

17:05:00 12 anything third party publication for 10 years for this

17:05:03 13 company, 10 years. So, therefore, we used her and we give

17:05:10 14 her the courtesy to have her name appear.

17:05:12 15 Q. Would it be -- why wouldn't be it Masano, who

17:05:15 16 you claim is the photographer?

17:05:16 17 A. Because she is part of the team, because she

17:05:19 18 did the whole brochure together.

17:05:21 19 Q. She didn't do that. I mean, this is her --

17:05:22 20 A. Because we never received the bill from

17:05:25 21 Masano, we received the bill from her. So, our dealings

17:05:28 22 were with her. Masano was part of her team.

17:05:31 23 Q. Okay. That's fine. Okay.

17:05:32 24 A. If he would have done, had a bill from her,

17:05:34 25 then Masano would have been the photographer, absolutely.

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17:05:37 1 But, as I explained, this is -- this was a one-stop
17:05:40 2 experience. She did everything -- design, printing,
17:05:44 3 supervision -- for everything.

17:05:47 4 Q. Okay.

17:05:47 5 A. And photography was part of it.

17:05:51 6 Q. Understood. I want to take a look at my
17:05:53 7 notes, but if you want to go --

17:05:56 8 MR. SCHWARZ: We'll take a break. You look at
17:05:59 9 your notes, I'll look at my notes, and then we'll see.

17:06:05 10 MR. TOKE: Okay. That sounds great.

17:06:06 11 Off the record.

17:06:07 12 VIDEOGRAPHER: Going off the record. The time is
17:06:11 13 5:06 p.m.

17:06:18 14 (5:06 p.m.)

17:06:20 15 (Recess taken.)

17:15:04 16 (5:15 p.m.)

17:15:19 17 VIDEOGRAPHER: Back on the record. The time is
17:15:37 18 5:15 p.m.

17:15:48 19 BY MR. TOKE:

17:15:49 20 Q. Mr. Ohletz, we are back on the record.

17:15:53 21 If you could pull back exhibit 54, please.

17:15:56 22 I think it's this one here.

17:16:03 23 A. Yes.

17:16:03 24 Q. Once again, this is that email from Kendall
17:16:06 25 Oei to Junior Lee about The Setai Club website pictures.

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17:16:11 1 You remember -- let's look at the top, the top email again,
17:16:14 2 where it says:

17:16:15 3 "Many thanks for sending copies of the photos on
17:16:17 4 The Setai Club website as well as copies of your agreement
17:16:21 5 with the photographers.

17:16:23 6 Waves supported by GHM may have to file an IP
17:16:26 7 violation suit against The Setai Club. That is an option we
17:16:30 8 keep up our sleeve and may produce a pile of money for you.
17:16:34 9 Will revert later."

17:16:36 10 I'd like to focus on this again. I know you
17:16:39 11 testified earlier that The Setai Club is actually not
17:16:44 12 managed by GHM; correct?

17:16:46 13 A. No. As you can very clearly see here, "Many
17:16:49 14 thanks for sending copies of the photos for The Setai Club
17:16:53 15 website." So there's a separate website, there's separate
17:16:56 16 entities, everything's separate.

17:16:58 17 Q. Right. Understood.

17:16:59 18 Now, so this is suggesting that The Setai Club --

17:17:03 19 A. It's a membership club that's been sold by the
17:17:05 20 developer of the Setai.

17:17:07 21 Q. Understood.

17:17:08 22 A. With a music studio and all that kind of
17:17:11 23 thing.

17:17:11 24 Q. Understood. So, The Setai Club has its own
17:17:14 25 website; correct?

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17:17:15 1 A. That's what it says here, yes.

17:17:17 2 Q. Yes. And it seems like there are photos that
17:17:20 3 were taken by Wave, or Junior, that are on The Setai Club
17:17:25 4 website. Is that how you read this? That's how I read
17:17:28 5 this.

17:17:29 6 A. That's how I read it, yes.

17:17:31 7 Q. Okay. And it suggests then that Junior could
17:17:33 8 file an IP violation suit against The Setai Club for using
17:17:37 9 the photographs without authorization; correct?

17:17:40 10 A. I'm not familiar with the law, so I don't
17:17:42 11 know.

17:17:42 12 Q. Well, how do you understand this: "Waves
17:17:45 13 supported by GHM may have to file an IP violation suit
17:17:49 14 against The Setai Club. That is an option we keep up our
17:17:52 15 sleeve and may produce a pile of money for you [Junior
17:17:55 16 Lee]"?

17:17:56 17 A. I understand exactly what it says, but that's
17:17:59 18 Kendall Oei's -- Kendall Oei's interpretation or whatever.
17:18:02 19 I don't know.

17:18:04 20 Q. That's Kendall Oei's understanding?

17:18:07 21 A. Yes. I'm reading it the way you read it, but
17:18:09 22 what it means I don't know.

17:18:10 23 Q. Oh, okay. And Kendall Oei was the director of
17:18:12 24 GHM at that time; right?

17:18:15 25 A. That's what it says, "Director".

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17:18:16 1 Q. Right. And you testified earlier that he was
17:18:17 2 in charge of all legal contracts for GHM; right?

17:18:22 3 A. We have a lawyer, lawyer's office, but he was
17:18:25 4 from the GHM team because he represents the major
17:18:28 5 shareholder in charge of, you know, overlooking these
17:18:31 6 things, yes. He's not a lawyer.

17:18:33 7 Q. Okay. So you testified you read this the way
17:18:37 8 I do, which is that Kendall Oei said, "Okay, it likes look
17:18:41 9 The Setai Club has pictures that were taken by Wave on its
17:18:45 10 website and Waves should file an IP violation suit against
17:18:48 11 The Setai Club for having these photos" -- hold on, let me
17:18:51 12 finish my question -- "for having these photos taken by Wave
17:18:56 13 on The Setai Club website". Yes?

17:19:00 14 A. That's what it says here.

17:19:01 15 Q. Okay. That's --

17:19:01 16 A. So I can only acknowledge what it says. Why
17:19:04 17 he did it, I don't know.

17:19:07 18 Q. Okay. I have no further questions.

17:19:09 19 A. I'm not familiar with the American law, what's
17:19:11 20 IP and all that, I don't know.

17:19:13 21 Q. Okay. No further questions.

17:19:14 22 A. He would be familiar with it, being an
17:19:17 23 American, that's why I mentioned it.

17:19:18 24 Q. No further questions.

17:19:19 25 A. He would be familiar with all this.

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17:19:20 1 Q. Okay. Thank you.

17:19:22 2 FURTHER EXAMINATION BY MR. SCHWARZ:

17:19:23 3 Q. Is Mr. Oei a lawyer, to your knowledge?

17:19:25 4 A. He's not a lawyer, no. He is a banker. But
17:19:29 5 because he was representing the major shareholder of the
17:19:32 6 company, obviously he needs to keep an eye on what's going
17:19:35 7 on. But for all the legal work that GHM needed, we had
17:19:39 8 lawyers, a law office. The contract was never drafted up by
17:19:45 9 Kendall or anybody. So it was -- but he had a copy of it,
17:19:49 10 so he had knowledge of that.

17:19:52 11 Q. And do you have any knowledge of what Kendall
17:19:54 12 Oei's background in intellectual property law is?

17:19:59 13 A. No.

17:20:01 14 Q. Okay. I have no further questions.

17:20:06 15 MR. TOKE: Great. Thank you so much for your
17:20:08 16 time.

17:20:09 17 A. Thank you.

17:20:10 18 VIDEOGRAPHER: This marks the end of tape number 3
17:20:15 19 in the deposition of Ralf Ohletz Count von Plettenberg.

17:20:19 20 Going off the record. The time is 5:20 p.m.

17:20:28 21 (5:20 p.m.)

17:20:33 22 (Whereupon the deposition concluded)

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CERTIFICATE OF DEPONENT

I, Ralf Ohletz Graf von Plettenberg, hereby certify that I have read the foregoing pages, numbered 1 through 135, of my deposition of testimony taken in these proceedings on Wednesday, September 23, 2015, and, with the exception of the changes listed on the next page and/or corrections, if any, find them to be a true and accurate transcription thereof.

Signed:

Name: Ralf Ohletz Graf von Plettenberg

Date:

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E R R A T A

Deposition of Ralf Ohletz Graf von Plettenberg

Page/Line No.	Description	Reason for change
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Signed:

Name: Ralf Ohletz Graf von Plettenberg

Date:

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23 September 2015

CERTIFICATE OF COURT REPORTER

I, HELEN CASE, an Accredited Realtime Reporter with DTI Global, Singapore, hereby certify that the testimony of the witness Ralf Ohletz Graf von Plettenberg in the foregoing transcript, numbered pages 1 through 135, taken on Wednesday, September 23, 2015, was recorded by me in machine shorthand and was thereafter transcribed by me; and that the foregoing transcript is a true and accurate verbatim record of the said testimony.

I further certify that I am not a relative, employee, counsel or financially involved with any of the parties to the within cause, nor am I an employee or relative of any counsel for the parties, nor am I in any way interested in the outcome of the within cause.

Signed: 

HELEN CASE

Dated: